



Transcript of the Testimony of:

**Georgia Gay Whittington-Hopkins**

Warner v. Toyota Motor Sales, USA, Inc.

April 12, 2017

Volume I

Georgia Gay Whittington-Hopkins

April 12, 2017

## 1 UNITED STATES DISTRICT COURT

## 2 CENTRAL OF CALIFORNIA

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4 BRIAN WARNER, ET AL

\*

5 VS.

\* NO. 2:15-CV-02171-FMO-(FFMx)

6 TOYOTA MOTOR SALES, USA,  
INC.

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10 ORAL DEPOSITION OF  
GEORGIA GAY WHITTINGTON-HOPKINS  
11 APRIL 12, 2017  
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## ANSWERS AND DEPOSITION OF GEORGIA GAY

WHITTINGTON-HOPKINS, a witness produced at the instance of the Plaintiff, taken in the above styled and numbered cause, on the 12th day of April, 2017 from 9:32 a.m. to 11:05 a.m., before Gail Spurgeon, a Certified Court Reporter in and for the State of Texas, at the offices of Preston Commons Center, 8117 Preston Road, Suite 300, City of Dallas, County of Dallas, and State of Texas, pursuant to the Federal Rules of Civil Procedure.

Georgia Gay Whittington-Hopkins

April 12, 2017

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25

1	INDEX	
2		PAGE
3	Appearances.....	2
4	Reporter's Certificate.....	62
5	GEORGIA GAY WHITTINGTON-HOPKINS	
6	EXAMINATION BY MR. SCHORK.....	4

7	EXHIBITS		
8	EXHIBITS	DESCRIPTION	PAGE
9	Exhibit 1	Second Amended Complaint.....	37
10	Exhibit 2	Subpoena.....	38
11	Exhibit 3	Settlement Agreement.....	43
12	Exhibit 4	Objection to Proposed Class Action Settlement	56
13	Exhibit 5	Signature.....	60
14	Exhibit 6	Title.....	60

## Georgia Gay Whittington-Hopkins <sup>#2</sup>

April 12, 2017

1 GEORGIA GAY WHITTINGTON-HOPKINS,  
2 having been first duly sworn, testified as follows:

## EXAMINATION

4 | BY MR. SCHORK:

5 Q. Good morning, Ms. Hopkins. Can you please  
6 state and spell your name for the record, please.

7           A. Georgia, G-e-o-r-g-i-a, Gay, G-a-y,  
8 Whittington, W-h-i-t-t-i-n-g-t-o-n, hyphen, Hopkins,  
9 H-o-p-k-i-n-s.

10 Q. Okay. Have you ever been deposed before,  
11 Ms. Hopkins?

12 A. I'm sorry?

13 Q. Have you ever been deposed before?

## 14 A. Posed?

15 Q. Deposed.

16 A. Oh. No.

17 Q. Okay. Now, today I'm going to ask you some  
18 questions.

19 A. Okay.

20 Q. If at any time during the deposition you don't  
21 understand what I'm asking you or you need me to provide  
22 more information, just let me know, okay?

23 A. Okay.

24 Q. Now, if you need a break at any point during  
25 today's deposition, just let me know. And I'll ask that

Georgia Gay Whittington-Hopkins

April 12, 2017

1 you answer a question if a question is pending, but  
2 otherwise, that should be fine. Okay?

3 A. Okay.

4 Q. Now, are you under influence of any medications  
5 or is there any other reason why you wouldn't be able to  
6 give your best testimony today?

7 A. No.

8 Q. Okay. Do you understand that you're here today  
9 in connection with a case that's pending in federal  
10 court?

11 A. Yes.

12 Q. Okay. And what's your understanding of your  
13 involvement in that case?

14 A. I have an objection filed.

15 Q. Okay. What do you mean by an objection filed?

16 A. Well, tell me what you mean by what do I mean.

17 Q. Okay. But you understand that you filed an  
18 objection?

19 A. Yes.

20 Q. Do you understand what the case is about?

21 A. Yes.

22 Q. Okay. And in your own words, what's the case  
23 about?

24 A. Okay. I have read the settlement and it's  
25 everywhere on the Internet, so anybody can read it, and

Georgia Gay Whittington-Hopkins

April 12, 2017

1 I'm -- I don't like it.

2 Q. Okay. Now, you stated that you've read the  
3 settlement; is that correct?

4 A. Correct.

5 Q. And when did you read the settlement?

6 A. Sometime in March this year.

7 Q. And where did you get the settlement from?

8 A. Internet.

9 Q. Okay. Do you know where on the Internet you  
10 got it from?

11 A. No, I -- I don't know.

12 Q. Now, let's take a step back.

13 You own a Toyota vehicle, correct?

14 A. Correct.

15 Q. And what model Toyota do you own?

16 A. 2007 Tundra.

17 Q. Okay. And where did you purchase that from?

18 A. Dallas.

19 Q. Do you know --

20 A. Texas.

21 Q. Okay. I didn't mean to interrupt you.

22 Do you remember the dealership that you  
23 purchased that vehicle from?

24 A. Toyota of Dallas.

25 Q. Okay. Do you remember when you purchased it?

1                   A. September 2007.

2                   Q. Okay. And why did you choose that Tundra  
3 vehicle at the time?

4                   A. Because I totaled trade, for one thing, because  
5 I like it because I'm a country girl.

6                   Q. Do you still like the vehicle?

7                   A. I love it.

8                   Q. Do you know how many miles are on the vehicle?

9                   A. A lot.

10                  Q. More than a hundred thousand?

11                  A. Yes.

12                  Q. More than 200,000?

13                  A. No.

14                  Q. Do you consider the vehicle to be in good shape  
15 right now?

16                  A. Yes, excellent.

17                  Q. Do you own any other vehicles?

18                  A. Yes.

19                  Q. What vehicles do you own?

20                  A. I own a Escalade SUV.

21                  Q. And what model year is that?

22                  A. 2013.

23                  Q. Okay. Any other vehicles?

24                  A. Not that are drivable.

25                  Q. When you say "not that are drivable" --

Georgia Gay Whittington-Hopkins

April 12, 2017

1           A. An RV that you tow is a vehicle. You can't  
2 drive it.

3           Q. So you own an RV?

4           A. Yes.

5           Q. And when did you purchase that?

6           A. 2000 of -- July of 2011.

7           Q. Is anyone else on the title for your 2007  
8 Toyota Tundra?

9           A. No.

10          Q. Just you?

11          A. Yes.

12          Q. Okay. Now, with respect to your 2007 Tundra,  
13 have you brought the vehicle in for regular maintenance  
14 since you've owned it?

15          A. Yes.

16          Q. Have there been any major repairs to the  
17 vehicle since you've owned it?

18          A. What are you considering major?

19          Q. I mean anything -- any --

20          A. Tires?

21          Q. -- over 3- or \$400?

22          A. Water pump.

23          Q. Anything else?

24                    MS. D'AURIA: What did she say?

25                    THE REPORTER: Water pump.

## Georgia Gay Whittington-Hopkins <sup>#2</sup>

April 12, 2017

1 THE WITNESS: Let me think.

2 MR. HUGHES: Are you talking about that  
3 pumps? They changed those or --

4 THE WITNESS: No. I'm talking about --

5 MR. HUGHES: Okay.

6 THE WITNESS: -- early on a water pump.

7 | And the other is a hair --

8 MR. HUGHES: It's sort of a --

9 MR. SCHORK: Okay. I'm sorry. I need to  
10 interrupt you. I don't mind if you stay in the room  
11 during the deposition, but you can't -- you can't speak.

12 MR. HUGHES: Okay.

13 MR. SCHORK: Okay?

14 MR. HUGHES: All right. Okay.

15           A. Okay. Well, whatever the smog thing was that  
16 had to be replaced. Some -- I don't know what it's  
17 called. Air pump, I think.

18 Q. (BY MR. SCHORK) Anything else?

19           A. Not other than tires and regular oil change  
20 and, you know, just regular maintenance.

21 Q. Have you ever brought the vehicle in pursuant  
22 to a limited service campaign?

23 A. Unlimited.

24 Q. Initiated by Toyota?

25 A. Okay. Are you talking about a recall?

Georgia Gay Whittington-Hopkins

April 12, 2017

1           Q. It would be either -- let's start with a  
2 limited service campaign and then we can talk about  
3 recall.

4           A. Well, I don't even know what -- what you're  
5 saying when you say "unlimited."

6           Q. Okay. And I can explain.

7                   Have you ever gotten a letter from Toyota  
8 that says, "We're voluntarily fixing this issue with  
9 your Tundra. Please bring it in to a dealership and  
10 we'll take care of it"?

11           A. Okay. The floor mats and a switch on the  
12 driver's side, a control switch.

13           Q. Anything else?

14           A. I cannot recall anything else.

15           Q. Did you ever -- do you recall anything related  
16 to rust on the vehicle?

17           A. No.

18           Q. Okay. Now, have you ever brought the vehicle  
19 in relating to a recall notice that you had received?

20           A. No.

21           Q. Okay. Do you think there are any rust issues  
22 with the car right now?

23           A. I don't know.

24           Q. Okay. When you look at the car, the outside of  
25 the car, to your knowledge, is there any rust that's

Georgia Gay Whittington-Hopkins

April 12, 2017

1 plainly visible?

2 A. I don't -- I really don't know how to answer  
3 that, no.

4 Q. You don't?

5 A. No.

6 Q. Not to your knowledge?

7 A. Huh-uh.

8 Q. Have you taken a look at the underside of the  
9 car at all?

10 A. I don't get under the car.

11 Q. Okay. Have you ever asked a Toyota dealer to  
12 take a look at the underside of the car?

13 A. I'm sure they do when they change tires and put  
14 -- you know, change the oil, but they've never said  
15 anything to me about it.

16 Q. Okay. So no --

17 A. Never alerted me.

18 Q. So no Toyota dealer has ever told you --

19 A. No.

20 Q. -- there's any rust issues with the underside  
21 of the car?

22 A. No.

23 Q. Okay.

24 A. And I've always gone to a Toyota dealer for all  
25 of my maintenance.

1           Q. Now, you've stated before that you understand  
2 that you've objected to a settlement in the -- in the  
3 Warner case, which is the case that we're here for  
4 today. Is that correct?

5           A. Correct.

6           Q. Do you know what the claims that are alleged in  
7 that case are?

8           A. I've read the settlement.

9           Q. Have you read any other documents relating to  
10 the case?

11          A. No.

12          Q. No. Do you know what claims the plaintiffs in  
13 the case are asserting generally?

14          A. Something about rust.

15          Q. Okay. What -- what's your understanding of  
16 what they're alleging relating to rust?

17          A. Well, possibly some rust could cause something  
18 to happen to your vehicle and cause a problem, you know,  
19 a big problem.

20          Q. Okay. And what kind of rust are you talking  
21 about?

22          A. I don't know. It's a rust.

23          Q. Are we -- is it your understanding that the  
24 case relates to Toyota Tundra vehicles suffering rust?

25          A. Yes.

Georgia Gay Whittington-Hopkins

April 12, 2017

1 Q. Do you have any understanding as to whether the  
2 rust at issue -- excuse me. Strike that.

3 Do you have any understanding as to what  
4 parts are alleged to be rusted?

5 A. No.

6 Q. Okay. So just to be clear, you know -- you  
7 understand that the plaintiffs are alleging that there's  
8 some rust issues with certain Toyota vehicles but you're  
9 not sure of anything further than that, right?

10 A. I believe that's -- yes.

11 Q. Okay. And now, you've stated previously that  
12 you have read the settlement, right?

13 A. Yes.

14 Q. What's your understanding of the terms of  
15 settlement?

16 A. Well, can I just tell you I don't like it?

17 Q. You can -- you can tell me that you don't like  
18 it, but I'll -- I would ask that you answer the  
19 question.

20 A. It's not fair.

21 Q. Okay. Can you explain what you mean by "it's  
22 not fair"?

23 A. It could have been written better.

24 Q. And what do you mean by that?

25 A. That's why I did an objective.

Georgia Gay Whittington-Hopkins

April 12, 2017

1 Q. An objection?

2 A. Uh-huh.

3 Q. Okay. And how did you -- when did you decide  
4 to do an objection?

5 A. I have friends that know that I have a Toyota  
6 and they talked to me about it.

7 Q. What are the names of the friends?

8 A. Carlton Hughes.

9 Q. Okay. And what did you and Mr. Hughes talk  
10 about?

11 A. That I probably needed to be represented since  
12 I read it and didn't think it was fair.

13 Q. Okay. Do you recall when you and Mr. Hughes  
14 had your first conversation regarding the settlement?

15 A. Sometime this month. March, I mean. This is  
16 April already. March.

17 Q. Okay. And during that first conversation, what  
18 did you guys talk about?

19 A. Did I know about it.

20 Q. Did you know about the settlement?

21 A. Uh-huh.

22 Q. Okay. So he approached you and asked you  
23 whether you knew about the settlement?

24 A. Well, we were just talking in general. I don't  
25 know if he approached me or not.

Georgia Gay Whittington-Hopkins

April 12, 2017

1 Q. Okay. But you were just talking in general --

2 A. Sure.

3 Q. -- and it came up --

4 A. Sure.

5 Q. -- he asked you whether you knew about the  
6 settlement. Is that correct?

7 A. Correct.

8 Q. And is that all that he asked you, just whether  
9 you knew generally about it?

10 A. No. Had I -- did I know about it. And then I  
11 found out it was just on the Internet. You could --  
12 anybody could read it.

13 Q. So at the time when you talked to -- spoke with  
14 Mr. Hughes, were you aware of the settlement?

15 A. No.

16 Q. So he brought it to your attention; is that  
17 correct?

18 A. Yes.

19 Q. And is Mr. Hughes a friend of yours?

20 A. Yes.

21 Q. Is he an attorney?

22 A. No.

23 Q. Have you spoken with any other friends about  
24 the Toyota settlement?

25 A. No. There was no reason to.

1           Q. Do you know whether Mr. Hughes has spoken to  
2 any other individuals about the Toyota --

3           A. I don't know.

4           Q. You don't know?

5           A. I don't know.

6           Q. So when you -- during this first conversation  
7 that you were talking about, he just told you -- he just  
8 asked you generally whether you were aware of the  
9 settlement, right?

10          A. True.

11          Q. Okay. Did he suggest that you object to the  
12 settlement during that conversation?

13          A. No.

14          Q. And when did that happen?

15          A. When I read --

16                    MR. CREAMER: Wait a minute. Excuse me.

17                    Counsel, when did what happen?

18                    MR. SCHORK: When did Mr. Hughes suggest  
19 that you should object to the settlement?

20                    MR. CREAMER: I don't -- I don't think  
21 that's her prior testimony.

22                    MR. SCHORK: Okay.

23          Q. (BY MR. SCHORK) Well, you can answer the  
24 question.

25          A. Okay. Repeat it, please.

1           Q. I asked when Mr. Hughes suggested that you  
2 should object to the settlement.

3           A. After I read the settlement and I didn't think  
4 it was fair.

5           Q. And when did you read the settlement, again?

6           A. I didn't write down the date but it was in  
7 March of 2017?

8           Q. Was it a few days after you spoke with  
9 Mr. Hughes?

10          A. I thought about it a few days.

11          Q. Okay. And then you read the settlement; is  
12 that correct? I just want to get the timeline down.

13          A. Okay. Somewhere close to a few days.

14          Q. Okay. And after you read the settlement, did  
15 you speak with Mr. Hughes again?

16          A. Yes.

17          Q. Okay. And what did you guys talk about?

18          A. That I probably should find an attorney.

19          Q. And did you decide that you should probably  
20 find an attorney or did Mr. Hughes suggest that to you?

21          A. I -- I said, "I think I need an attorney."

22          Q. Okay. And at the time, if you can recall, why  
23 did you think you needed an attorney?

24          A. Because I didn't think the settlement was fair.

25          Q. Okay. And why didn't you think the settlement

1 was fair?

2 A. Because it should have been written better.

3 Q. And what do you mean by "written better"?

4 A. It should have been written better. I mean,  
5 I'm a Toyota owner. I knew -- I knew nothing about it  
6 unless I did my own investigation. Toyota has known  
7 since 2007 who purchased that vehicle and who still owns  
8 it. If there was any issue, I should have been alerted.

9 Q. So your issue is that you weren't alerted to  
10 issues with the vehicle earlier?

11 A. That would -- that would be true.

12 Q. Okay. Are there any other issues that you have  
13 with the settlement?

14 MR. CREAMER: Counsel, I think -- I think  
15 that she has an objection that's been filed, and I think  
16 you can refer to that document. I think she's more than  
17 answered your question why she thinks there's problems  
18 with the settlement.

19 You can go ahead and answer if you have  
20 anything else to add, ma'am.

21 MR. SCHORK: All right. Mr. Creamer, I'm  
22 going to ask that you refrain from speaking objections.  
23 If you've got issues with form, you can use those  
24 objections, but that's totally improper.

25 MR. CREAMER: Well, the question -- yeah, I

Georgia Gay Whittington-Hopkins

April 12, 2017

1 do have objections to the form. It's argumentative in  
2 that you're now repeatedly asking the same question and  
3 she's giving you an answer. So I'm going to -- I'm  
4 going to object as to it's now argumentative.

5 Q. (BY MR. SCHORK) You can answer the question.

6 MR. SCHORK: Can you repeat the question,  
7 Ms. Court Reporter?

8 (Requested portion was read.)

9 A. No.

10 Q. (BY MR. SCHORK) Okay. Just so we're clear, I  
11 want to make this clear, the two issues you've  
12 identified that you have with the settlement is you  
13 believe that it was poorly written and you believe that  
14 Toyota should have notified you earlier of an issue with  
15 the vehicle?

16 A. That the settlement is not fair.

17 Q. Okay. And is that a third issue, that you  
18 believe the settlement is not fair?

19 MR. CREAMER: She's already answered the  
20 question. I'm going to object that she's already  
21 answered the question. We're now argumentative. You  
22 can read her -- her objection if you have any further  
23 questions.

24 You can go ahead and answer, ma'am.

25 Q. (BY MR. SCHORK) You can answer the question.

Georgia Gay Whittington-Hopkins

April 12, 2017

1           A. Okay. Can we -- can we say it -- can you tell  
2 me again? Can you repeat exactly what you want me to  
3 answer?

4           Q. Of course. One of the -- the reasons why we're  
5 here today -- one of the reasons is we're -- I'm trying  
6 to understand the basis of your objection to the  
7 settlement.

8           A. Uh-huh.

9           Q. And so what I had asked you is you had  
10 mentioned earlier that you believe that the settlement  
11 is poorly written and you also believe that Toyota  
12 should have notified you earlier of any issues with the  
13 vehicle.

14                   And my question to you was when you  
15 stated --

16                   MR. CREAMER: And she also said she thought  
17 it was --

18                   MR. SCHORK: Counsel, you know, if we need  
19 to call the Court, we will, but at least let me finish  
20 the questions because your conduct right now is totally  
21 improper. We're here to ask simple questions regarding  
22 her involvement in the case, and that's what we're  
23 doing. So I'll start from the beginning.

24                   Q. (BY MR. SCHORK) So what I had asked you is:  
25 When you said that you believed the settlement was

Georgia Gay Whittington-Hopkins

April 12, 2017

1 unfair, like I previously stated, you said you thought  
2 it was poorly written and you said that you believe that  
3 Toyota should have notified you earlier of any issues  
4 with the vehicle. Correct? I mean, is that correct?

5 A. Okay. I'm not the only Toyota owner and I  
6 wasn't notified so possibly there are others that have  
7 not been notified either.

8 Q. Okay. But as far as your issues --

9 A. And I don't know --

10 Q. I'm sorry. I didn't mean to interrupt you. Go  
11 ahead.

12 A. I don't know who else might have read the  
13 settlement. I know I did.

14 Q. Okay. Just so we're clear, the question I had  
15 asked you is when you -- when you state that the  
16 settlement is unfair, you said that you thought that it  
17 was poorly written and that you thought you should have  
18 received notice earlier about any issues with the  
19 vehicle. Is there anything else that you believe is a  
20 basis for your belief that you thought the settlement  
21 was not fair?

22 A. I don't know.

23 Q. You don't know?

24 A. I don't know if there's any other issues.

25 Q. But to your knowledge, those are the only two

1 issues you can think of right now; is that correct?

2 A. Yes.

3 Q. Okay. When you read the settlement, what is  
4 your understanding of what the terms of the settlement  
5 are?

6 A. There's some issues with the trucks with rust  
7 that could weaken certain parts of the -- possibly the  
8 frame, and evidently, they didn't finish undercoating or  
9 something well enough for that not to happen.

10 Q. Do you have any understanding of what the  
11 settlement is offering?

12 A. No.

13 Q. Now, after -- you stated earlier that around  
14 the time that you spoke to Mr. Hughes the second time  
15 about the settlement that you had decided to object to  
16 the settlement; is that right?

17 A. Yes.

18 Q. And what did you do next to go about objecting  
19 to the settlement?

20 A. I asked him if he knew anybody that he would  
21 refer me to.

22 Q. Okay. And why did you ask -- why did you  
23 believe he would know somebody?

24 A. You would have to ask him.

25 Q. Okay. And who did he refer you to?

Georgia Gay Whittington-Hopkins

April 12, 2017

1 A. To Michael Creamer.

2 Q. Okay. Did he refer you to anyone else  
3 initially or was Mr. Creamer the first attorney he  
4 directed you to?

5 A. He's the first attorney that I spoke with.

6 Q. And other than Mr. Hughes, did you speak with  
7 anybody else?

8 A. No.

9 Q. Okay. Did you ever speak to an individual  
10 named Darrell Palmer regarding your objection?

11 A. Who?

12 Q. Darrell Palmer.

13 A. I don't -- I don't recall that name.

14 Q. Did you ever speak to an individual named  
15 Christopher Bandis (phonetic) regarding your objection?

16 A. I don't recall that name.

17 Q. So aside from Mr. Hughes and Mr. Creamer, is  
18 there anyone else you spoke to regarding your objection  
19 to the settlement?

20 A. There was no one else that I needed to talk to.

21 Q. Is that a "no"?

22 A. That's a "no."

23 Q. Did you speak -- are you married?

24 A. No, I'm a widowed.

25 Q. Oh, I'm sorry to hear that.

Georgia Gay Whittington-Hopkins <sup>#12</sup>

April 12, 2017

1 Did you speak with any friends or family  
2 regarding the objection?

3 A. No.

4 Q. Did you contact Mr. Creamer or did Mr. Creamer  
5 contact you?

6 A. I contacted him.

7 Q. You called him; is that correct?

8 A. Yes.

9 Q. And before you called him, what was your  
10 understanding as to what you were going to be asking him  
11 to do?

12 A. I really didn't know.

Q. Do you know what a class action is?

14 MR. CREAMER: I'm sorry. I missed that,  
15 Counsel.

16 MR. SCHORK: I said -- I asked her if she  
17 knows what a class action is.

18 A. Basically.

19 Q. (BY MR. SCHORK) Okay. What's your  
20 understanding of a class action?

21           A. A few people who have issues and get together  
22 to file a suit in any particular situation that they are  
23 all involved with or could be.

24 Q. Do you think that class actions are a good  
25 thing when you've got a case against a big company like

Georgia Gay Whittington-Hopkins

April 12, 2017

1 Toyota relating to an alleged defect?

2 A. Sure.

3 Q. You would agree with that?

4 A. Yes.

5 Q. Did you ever review any of the complaints filed  
6 in this case?

7 A. I reviewed the settlement.

8 Q. And that's it?

9 A. That's it.

10 Q. So -- so when you called Mr. Creamer, how long  
11 did your first conversation with him last?

12 MR. CREAMER: I'm going to object that this  
13 is starting to get into the -- this is privileged  
14 information as far as the nature of the contact between  
15 counsel and his client.

16 MR. SCHORK: Okay. I would disagree with  
17 that. The question related to how long the conversation  
18 lasted.

19 MR. CREAMER: Counsel, you know that's  
20 inappropriate.

21 MR. SCHORK: That's totally appropriate.

22 MR. CREAMER: How long the conversations  
23 lasts, it goes to the nature of the relationship.

24 MR. SCHORK: The nature -- well, what  
25 exactly is your -- can you state your objection?

Georgia Gay Whittington-Hopkins <sup>#12</sup>

April 12, 2017

1 MR. CREAMER: Yeah. I object in that the  
2 question tends to invade the privilege protected by the  
3 attorney-client privilege.

4 MR. SCHORK: Are you instructing the  
5 witness not to answer, Counselor?

6 MR. CREAMER: No, not at this time.

7 Q. (BY MR. SCHORK) You can answer the question.

8 A. Approximately 15 minutes --

9 MR. CREAMER: Just how long did the  
10 conversation take, that's all he's asking.

11 | THE WITNESS: Okay.

12 Q. (BY MR. SCHORK) That was the question.

13 MR. CREAMER: If you recall.

14 A. Approximately 15 minutes.

15 Q. (BY MR. SCHORK) And after that conversation,  
16 was it your understanding that you had retained  
17 Mr. Creamer as an attorney?

18 A. Yes.

19 Q. Do you have a retention agreement with  
20 Mr. Creamer?

21 A. I don't know.

22 Q. Do you have any agreement with him, to your  
23 knowledge?

24 A. Can you tell me what kind of -- what -- you're  
25 saying "agreement"? Are you talking about payment? Are

Georgia Gay Whittington-Hopkins

April 12, 2017

1 you talking -- what is your --

2 Q. I'm talking about do you have a written  
3 agreement that you would have signed or he would have  
4 signed?

5 A. I have signed, yeah.

6 Q. With Mr. Creamer?

7 MR. CREAMER: Okay. I am going to object  
8 on any further questions regarding the attorney-client  
9 relationship here.

10 MR. SCHORK: What -- what's the basis of  
11 your objection?

12 MR. CREAMER: You're trying -- her  
13 communications with counsel and what we've agreed to or  
14 what we've entered into, all of that is privileges, and  
15 you know that.

16 MR. SCHORK: Whether or not she's retained  
17 an attorney is not privileged, but if you're going to  
18 instruct the witness --

19 MR. CREAMER: She's answered that she has.  
20 Now you're trying to get into, well, what kind of  
21 agreement and how long the conversation is, what have  
22 you talked about. All of these things are -- it --

23 MR. SCHORK: She asked for clarification as  
24 to what I meant by an agreement so I attempted to  
25 clarify the question. If you're going to instruct the

Georgia Gay Whittington-Hopkins

April 12, 2017

1 witness not to answer, you can do that. I don't think  
2 you have any basis to do so. It was a pretty simple  
3 question. So --

4 MR. CREAMER: She's answered. Anything  
5 further than this, I'm going to start to instruct her  
6 not to answer.

7 MR. SCHORK: Okay. Well, you can do that  
8 on a question-by-question basis. But the question was  
9 simply: Is there a written agreement between you and  
10 your attorney?

11 MR. CREAMER: She already answered that.

12 Q. (BY MR. SCHORK) Can you answer that question,  
13 ma'am?

14 A. I answered. Yes.

15 Q. Okay. Are you paying your attorney?

16 MR. CREAMER: Okay. Objection, calls for  
17 information that tends to invade the attorney-client  
18 privilege and I'm going to instruct her not to answer.

19 MR. SCHORK: You think whether or not she's  
20 compen- --

21 Q. (BY MR. SCHORK) Okay. Are you going to  
22 following your counsel's advice --

23 A. Yes.

24 Q. -- and not answer the question?

25 A. Yes.

Georgia Gay Whittington-Hopkins

April 12, 2017

1           Q. Now, prior to getting involved in this case,  
2 were you promised anything from your attorney?

3           A. No.

4           Q. Okay. Have your lawyers filed a case on your  
5 behalf?

6           A. Say that again.

7           Q. I said, have your -- has your lawyer filed a  
8 case on your behalf?

9           A. I'm only aware of the objection.

10          Q. Okay. Is it your understanding that he's going  
11 to file a case on your behalf against Toyota?

12          A. It is not my understanding.

13          Q. Okay. Are you responsible for paying any costs  
14 in connection with this case?

15           MR. CREAMER: Objection, goes to the  
16 attorney-client privilege. She already answered that  
17 there's an agreement.

18           MR. SCHORK: Are you instructing the  
19 witness not to answer the question?

20           MR. CREAMER: Yes, I am.

21          Q. (BY MR. SCHORK) Are you going to take your  
22 witness's here -- counsel's instruction?

23          A. I will -- I take his counsel.

24           MR. SCHORK: And I note for the record that  
25 I don't think that that's a privileged issue at all, but

Georgia Gay Whittington-Hopkins

April 12, 2017

1 we can handle that later.

2 Q. (BY MR. SCHORK) Have you ever objected to a  
3 class action before?

4 A. No.

5 Q. Okay. And how did you learn that you could  
6 object to a class action?

7 MR. CREAMER: Objection. Ma'am, you can  
8 answer the question but don't -- don't say anything that  
9 tends to invade -- don't -- you can answer it as long as  
10 you don't talk about the things that you and I talked  
11 about on the phone. So if you can answer that outside  
12 of the conversation you and I had, then you can answer  
13 the question.

14 A. Please repeat it.

15 MR. SCHORK: Can you repeat the question,  
16 ma'am?

17 (Requested portion was read.)

18 MR. CREAMER: Same objection.

19 A. It's pretty common knowledge what you can do  
20 legally in the United States of America. Anybody can.

21 Q. (BY MR. SCHORK) And what do you mean by that?  
22 You mean it's common knowledge that you can object to a  
23 class action settlement?

24 A. Anybody. Yes, if they -- if they think it's  
25 unfair, yes. Anybody can.

Georgia Gay Whittington-Hopkins

April 12, 2017

1 Q. Do you have any specialized legal training?

2 A. Yes.

3 Q. And what is it?

4 A. Twenty-five years with the Federal Aviation  
5 Administration as a management and program analyst.

6 Q. And what did you do there?

7 A. What did I do?

8 Q. Yes, in your position.

9 A. I just told you.

10 Q. And what were your responsibilities?

11 A. Research and anything that was necessary for  
12 dealing with our cases.

13 Q. Okay.

14 A. Working with the attorneys.

15 Q. Were you a paralegal there?

16 A. I was not a paralegal. I was a management and  
17 program analyst, who had continuing education.

18 Q. Did you do legal research there?

19 A. Yes, I did.

20 Q. Do you have any other specialized legal  
21 training?

22 A. No, but I'm getting it now.

23 Q. Do you have -- did you -- do you have any  
24 certificates? Professional certificates?

25 A. No.

1 Q. Okay. You said you worked for the Federal  
2 Aviation Administration for 25 years; is that correct?

3 A. Yes, the headquarters.

4 Q. Are you still employed there?

5 A. No, I'm retired.

6 Q. Okay. And when did you -- did you retire from  
7 the Federal Aviation Administration?

8 A. Yes.

9 Q. And when did you retire?

10 A. 12/31/10.

11 Q. So you've been retired for about --

12 A. Six years.

13 Q. -- six years. Yeah.

14 A. Yes.

15 Q. Did you work on any class actions while you  
16 were at the Federal Aviation Administration?

17 A. It was not in our department.

18 Q. Now, what's your understanding of the benefits  
19 that the settlement offers to class members?

20 A. I don't know.

21 Q. Do you understand that under the settlement,  
22 owners of certain Toyota vehicles are able to come in  
23 for a free inspection of their vehicle?

24 A. I don't know that.

25 Q. You don't know?

1           A. No.

2           Q. Do you understand that under the settlement  
3           that certain owners of Toyota vehicles are eligible for  
4           a free frame inspection if the -- if an inspection  
5           reveals certain rust on the vehicle's frames?

6           A. No.

7           Q. Would you agree that providing individuals with  
8           Toyota vehicles who have got a significantly rusted  
9           frame on their vehicles that the free frame replacement  
10           is a -- is a good benefit?

11           A. Yes.

12           Q. Would you agree that it's unsafe to have  
13           vehicles on the road that have rust -- severely rusted  
14           frames, right?

15                           MS. D'AURIA: Objection, form.

16           A. Yes.

17           Q. (BY MR. SCHORK) Do you know how much it costs  
18           to replace a frame on a vehicle?

19           A. No. A lot.

20           Q. You would expect it would be very expensive,  
21           correct?

22           A. Yeah. They're very expensive vehicles.

23           Q. Have you ever filed a claim in a class action  
24           before?

25           A. No. I thought you already asked me that.

Georgia Gay Whittington-Hopkins

April 12, 2017

1                   Q. I may have. I wasn't sure whether I had asked  
2 you that. I just wanted to make sure we're clear.

3                   And today it sometimes happens during  
4 depositions that I may unintentionally ask -- well, come  
5 back and ask you the same question twice. You have my  
6 apologies. I just want to make sure all the ground --  
7 that I cover all the ground that we need to cover.

8                   A. Okay.

9                   Q. Have you seen your objection to the settlement  
10 that was filed?

11                  A. Yes.

12                  Q. And when did you first see it?

13                  A. When it was prepared.

14                  Q. Do you remember when that was?

15                  A. I'm going to say around the 23rd of March,  
16 2017.

17                  Q. So prior to the objection being filed, you saw  
18 it; is that correct?

19                  A. Saw it -- you have to see it before you can  
20 sign it.

21                  Q. And how did you -- did you receive it via  
22 e-mail or fax or how did you receive the objection from  
23 your attorney?

24                  A. E-mail.

25                  Q. And so did you read through it then?

1           A. Yes.

2           Q. Okay. Did you make any -- any comments or  
3 changes to it?

4           A. No.

5           Q. So as an objector to the settlement, what are  
6 you seeking?

7           A. What am I seeking? Nothing. Other than  
8 someone to write it in a better way to benefit more than  
9 a few people. If there's a problem with those vehicles,  
10 the other owners also need to know.

11          Q. Do you think that the settlement will benefit  
12 only a few people?

13          A. There's only a few people noted.

14          Q. And what do you mean by "there's only a few  
15 people noted"?

16          A. The class action only has a few names versus  
17 Toyota.

18          Q. So is it your understanding that the settlement  
19 only benefits a few individuals?

20          A. Compared to how many Toyotas that were sold,  
21 yes.

22          Q. Okay. And what's the basis for that  
23 understanding?

24          A. I guess just my common thinking.

25          Q. So you believe that only the plaintiffs listed

Georgia Gay Whittington-Hopkins

April 12, 2017

1 on the -- in the case caption are actually benefitting  
2 from the settlement; is that correct?

3 A. Yes.

4 Q. When you read the settlement, how long did it  
5 take you?

6 A. A long time because I didn't read it just once.

7 Q. Okay. How many times did you read it?

8 A. Parts of it several times.

9 Q. Okay. Do you remember which parts you --

10 A. No, I don't.

11 Q. -- read several times?

12 A. No.

13 Q. Do you expect to be compensated for your  
14 objection?

15 A. I don't know.

16 Q. Is there anything that you expect to receive  
17 from Toyota relating to your objection?

18 A. I don't know. I love my truck.

19 MS. D'AURIA: I'm sorry. What was your  
20 answer?

21 MR. SCHORK: She said, "I don't know. I  
22 like my truck."

23 THE WITNESS: I love my truck.

24 Q. (BY MR. SCHORK) I'm going to hand you a  
25 document that I asked to be marked as Exhibit 1.

## Georgia Gay Whittington-Hopkins <sup>#2</sup>

April 12, 2017

1 (Exhibit No. 1 marked.)

2 Q. (BY MR. SCHORK) Now, I've handed the witness a  
3 document titled the "Second Amended Complaint." Do you  
4 need a second, ma'am?

5 A. I've got glasses.

6 Q. Absolutely.

7 Have you seen this document before?

8       A. If this is not the same document that's on the  
9 Internet, it looks like it.

10 Q. Now, this document is titled the "Second  
11 Amended Complaint." Do you recall reviewing this  
12 document at all?

13           A. I believe it's the same one that I reviewed on  
14 the Internet.

15 Okay. So what -- what do you want?

16 Q. You believe this is the document you looked  
17 at --

18 A. I believe it is, yes.

19 Q. Now, on the first page in the case caption in  
20 bold letters there are some names of plaintiffs. Do you  
21 see that?

22 A. Yes.

23 Q. And Brian Warner is listed?

24 A. Yes.

25 Q. And then there are some other names of

Georgia Gay Whittington-Hopkins

April 12, 2017

1 individuals?

2 A. Yes.

3 Q. Do you know any of those individuals  
4 personally?

5 A. No.

6 Q. But when we -- when we spoke earlier that you  
7 said you thought that only the plaintiffs were  
8 benefitting from the settlement, it was these  
9 individuals that you were talking about; is that right?

10 A. Yes.

11 Q. Okay. We're done with that document.

12 I'm going to hand you what I've asked to be  
13 marked as Exhibit 2.

14 (Exhibit No. 2 marked.)

15 A. This is what I received but it didn't have this  
16 page.

17 Q. (BY MR. SCHORK) And this document is entitled  
18 "Subpoena to Testify at a Deposition in a Civil Action,"  
19 correct?

20 A. That's what we're doing right now, right?

21 Q. That is what we're doing. But what I'm asking  
22 you is the first page states, "Subpoena" --

23 A. Yes.

24 Q. -- "to Testify in a Civil Action," correct?

25 A. Yes.

1           Q. And when I ask you questions like that, they're  
2 somewhat -- they may be basic questions. What I'm  
3 trying to do is create a record so that someone who  
4 can -- who's reading the transcript understands what's  
5 going on. Okay?

6           A. Okay.

7           Q. Okay. Good. Now, you were served with this  
8 subpoena, correct?

9           A. Yes.

10          Q. Okay. I draw your attention to the fourth page  
11 of the document. At the top of the page it says  
12 "Exhibit A."

13          A. Okay.

14          Q. Okay? Now, it states document request under  
15 Exhibit A, correct?

16          A. Correct.

17          Q. And the first thing that is requested is a copy  
18 of the title to your Toyota vehicle.

19          A. You want to make a copy of it?

20          Q. Sure. We can make copies. You brought that  
21 with you. Thank you.

22           Now, the second document request is all  
23 documents and communications between you and any  
24 employee or representative of Toyota or any vehicle  
25 service or repair shop concerning any inspections or

Georgia Gay Whittington-Hopkins

April 12, 2017

1 repairs regarding frame rust or perforation of your  
2 Toyota vehicle.

3 A. I don't have any.

4 Q. Okay. So you have no documents responsive --

5 A. For -- for inspection of -- or rust, that's  
6 what it says. I haven't had any kind of -- no one has  
7 inspected it.

8 Q. Okay. That's fine. I just want to understand  
9 whether you guys --

10 A. So I don't have any documents.

11 Q. Okay. And the last request is the written  
12 agreements which refer -- refers or relates to your  
13 written objection filed in Warner v Toyota Motor USA,  
14 Inc.

15 Do you have anything responsive to that?

16 A. I think you have the -- a copy of the  
17 objective -- objection.

18 Q. But you don't -- you're not producing any  
19 written agreements with your attorney today relating to  
20 your objection?

21 A. No.

22 Q. Okay. And did you search for agreements with  
23 your attorney relating to your objection?

24 A. Did I search for?

25 Q. Did you look for that?

Georgia Gay Whittington-Hopkins

April 12, 2017

1           A. No.

2           Q. Why not?

3           A. Because there's no reason to.

4           Q. Okay. You understand that you were being asked  
5 to produce that written agreement, correct?

6           A. I saw that. But I had nothing else other than  
7 my title.

8           Q. Okay. So it's your testimony that you don't  
9 have a written agreement in your possession relating to  
10 your objection?

11           A. Not in my possession.

12           Q. Okay.

13                   MR. SCHORK: We've been going about an  
14 hour. Let's take a short break.

15                   THE WITNESS: That would be nice.

16                   (Break taken from 10:19 a.m. to 10:29 a.m.)

17           Q. (BY MR. SCHORK) Do you understand that you're  
18 still under oath?

19           A. Yes.

20           Q. Did you ever receive a professional license as  
21 a legal services contract sales representative?

22           A. Like explain a little better.

23           Q. I mean, have you ever received a license from  
24 the State of Texas to serve as a legal services contract  
25 sales rep?

Georgia Gay Whittington-Hopkins

April 12, 2017

1           A. I don't -- I don't really aware -- I don't  
2 think so. I don't believe so.

3           Q. Okay. Okay. I was just asking.

4                           Have you ever met with your attorney in  
5 person?

6           A. Telephonically.

7           Q. But never in person; is that right?

8           A. No.

9           Q. And aside from this objection. Have you ever  
10 worked with your attorney previously?

11           A. No.

12           Q. In the last five years have you worked with any  
13 other attorneys?

14           A. No.

15           Q. At all?

16           A. No.

17           Q. Have you ever been a party in a case filed?

18                           MR. CREAMER: I don't think she knows what  
19 you mean. Can you restate, please.

20           Q. (BY MR. SCHORK) I mean, have you ever been a  
21 plaintiff or a defendant in a case that was filed in a  
22 state or federal court.

23           A. Divorce?

24           Q. That would be one. Anything else?

25           A. I don't recall any other thing, any other one.

Georgia Gay Whittington-Hopkins

April 12, 2017

1 No.

2 Q. Okay. I'm going to ask you to look at what's  
3 been marked as Exhibit 3.

4 (Exhibit No. 3 marked.)

5 Q. (BY MR. SCHORK) Have you seen this document  
6 before?7 A. It's not the same. This is the long form  
8 notice, isn't it?9 Q. The long form notice appears in that document,  
10 yes.

11 A. And all the exhibits.

12 Q. The document itself is marked -- is entitled  
13 "Settlement Agreement," but a long form notice appears  
14 in the document.15 A. I'm going to say yes because of the length of  
16 it and all, but I'm -- everything was -- all of it is on  
17 the Internet. I'm going to say yes.

18 Q. But you're not sure?

19 A. I'm not sure.

20 Q. Okay. That's a pretty voluminous document,  
21 correct?

22 A. Yes.

23 Q. Do you recall, just looking at it briefly,  
24 reading anything that's in that document?

25 A. Scanning. More scanning.

Georgia Gay Whittington-Hopkins

April 12, 2017

1           Q. Okay. Can I draw your attention to Page 10 of  
2 the document. And when I refer to page 10, I mean  
3 Page 10 on the bottom --

4           A. Numbered?

5           Q. The number, yes.

6           A. Does my attorney also have copies of --

7           Q. He would have -- yeah. Yes.

8           A. Okay.

9           Q. Okay. Now, in the -- towards the bottom of the  
10 page it says "frame inspection and replacement program,"  
11 correct?

12           A. Okay.

13           Q. Now -- and I'm just going to read -- I'm going  
14 to read the paragraph just into the record, okay? Just  
15 bear with me for a second.

16           Now, this paragraph states, "Toyota will  
17 offer the frame inspection replacement program to all  
18 class members. The frame inspection and replacement  
19 program will provide prospective coverage for  
20 replacement of frames on subject vehicles in accordance  
21 with the rust perforation standard and the inspection  
22 protocol. The duration of prospective coverage will  
23 begin following the date of final order and final  
24 judgment and will be calculated by no longer of 12 years  
25 from the date of first use of the subject vehicle, or if

Georgia Gay Whittington-Hopkins <sup>#12</sup>

April 12, 2017

1 the class member has owned or leased the vehicle beyond  
2 12 years from date of first use, one year from the date  
3 of the entry of the final order and final judgment.  
4 Pursuant to the frame inspection and replacement program  
5 and the inspection protocol, Toyota shall offer an  
6 initial inspection of the subject vehicle and additional  
7 inspections necessary. Salvage vehicles and vehicles  
8 with titles marked 'flood damage' are not eligible for  
9 this benefit."

10 Did I read that correctly?

11 A. Yes.

12 Q. Okay. And do you understand that under the  
13 settlement, one of the benefits that's being offered to  
14 class members is this prospective coverage that was  
15 discussed in that paragraph?

16 A. Yes.

17 Q. So, for example, an owner of a 2007 Tundra  
18 vehicle that was first used in January of 2007 would be  
19 eligible for this prospective coverage until January of  
20 2019, correct?

21 | A. That's the way I read it.

22 Q. Do you understand that?

23 A. Yes.

24 Q. Do you think that's a valuable -- I mean, do  
25 you think that's a valuable benefit?

Georgia Gay Whittington-Hopkins

April 12, 2017

1           A. Certainly.

2           Q. Just to be able to come in and have your  
3 vehicle inspected and if there --

4           A. It says "class members."

5           Q. Okay.

6           A. I'm not a class.

7           Q. You don't believe that you're a class member?

8           A. I'm a -- I'm not in this class action.

9           Q. Okay. Can I draw your -- so if you were  
10 eligible for this benefit --

11           A. I would want it.

12           Q. You would want it, okay.

13           A. Yes.

14           Q. Would that change the -- I mean, would you not  
15 want to object to the settlement then?

16           A. No. It still could have been -- it still could  
17 have been written better.

18           Q. Okay. What do you mean by that? I understand.

19                            Can you just explain it to me for the  
20 record?

21           A. Originally, it could have been written better,  
22 to include more than class members.

23           Q. Can I -- can I draw your attention to Page 5?  
24 Do you see the word "class"?

25           A. Uh-huh.

1 Q. And I'm going to read the first part of that.

2 It says, "Class means, for settlement purposes only, all  
3 persons, entities, or organizations who, at any time as  
4 of the entry of the preliminary approval order, own or  
5 owned, purchased or leased subject vehicles distributed  
6 for sale or lease in any of the 50 states, the District  
7 of Columbia, Puerto Rico, and all other United States  
8 territories and/or possessions"; is that correct?

9 A. That's correct.

10 Q. So you would fall within the class definition,  
11 correct?

12 A. For settlement purposes only, it says.

13 Q. Yes.

14 A. Yes.

15 Q. But you -- and just for the record, so you  
16 understand, "subject vehicles," for purposes of the  
17 settlement, that means Toyota Tacomas model year 2005 to  
18 2010; Toyota Tundras, '07 and '08; and certain models of  
19 Sequoia vehicles. Do you understand that?

20 A. Yes.

21 Q. Okay. And you owned an '07 -- you own an '07  
22 Tundra vehicle, right?

23 A. Yes.

24 Q. So then you would be a class member; do you  
25 understand that?

## Georgia Gay Whittington-Hopkins <sup>#2</sup>

April 12, 2017

1 A. Okay.

2 Q. Okay. So you are eligible for the frame  
3 inspection prospective coverage covered for the -- that  
4 we discussed in the paragraph that I read previously; do  
5 you understand that?

6 A. Yes.

7 Q. As a class member?

8           A. Yes, but I can't go to Toyota and say, "Inspect  
9 my vehicle under such and such case." Toyota is going  
10 to have to authorize that, for me to do that.

11           Q. Okay. And now can I just draw your attention  
12 to page -- let's go with the top number, because I think  
13 that might be easier -- 49.

14           A. I don't know if that's better or not. There's  
15 48 and 50, 49.

16 Q. Yes.

17 A. Page 46 at the bottom?

18 Q. That's correct. Do you see here that the  
19 settlement agreed is signed by the general counsel and  
20 chief legal officer of Toyota Motor North America, as  
21 well as Mr. John P. Cooper, who is an attorney at Reed  
22 Smith for Toyota? Do you see that?

23 A. I see it.

## 24 Q. Those signatures.

25 So Toyota has agreed to have Toyota dealers

Georgia Gay Whittington-Hopkins

April 12, 2017

1 provide the inspections and, if necessary, replacements  
2 that were covered in this paragraph; do you understand  
3 that?

4 A. Okay.

5 Q. But you didn't understand that previously,  
6 right?

7 A. No.

8 Q. Okay. And we talked about earlier, I mean,  
9 frame inspections are --

10 A. Extremely important.

11 Q. -- extremely expensive?

12 Sorry. You said "pretty important"; is  
13 that right?

14 A. Uh-huh.

15 Q. And very expensive, right?

16 A. Yes.

17 Q. So that's a -- would you agree that the  
18 inspection and replacement, I mean, that's a significant  
19 benefit, right?

20 A. Yes.

21 Q. Okay. Now can I draw your attention to  
22 Page 11.

23 A. 11?

24 Q. 11 on the bottom; it would be 14 at the top.

25 Okay. Paragraph 2. And then I'm going to

1 read this for the record. It says, "Without cost to  
2 class members and upon request from the class member,  
3 Toyota shall arrange a complimentary loaner vehicle,  
4 upon proof of adequate insurance, if the vehicle is  
5 required by the Toyota dealer to remain at the  
6 dealership at least overnight pursuant to the frame  
7 inspection replacement program for up to seven days  
8 absent exceptional circumstances, to eligible class  
9 members whose subject vehicles are undergoing frame  
10 replacement pursuant to the terms of this settlement  
11 agreement." Is that correct?

12 A. That's what I see written.

13 Q. So you understand that, you know, under the  
14 settlement, if somebody needs to have their frame  
15 replaced, Toyota would arrange for a loaner vehicle,  
16 upon request, to be given to them; is that correct?

17 A. That's what it says.

18 Q. And that's another significant benefit for --

19 A. Sure.

20 Q. -- convenience sake. Okay.

21 Now, can I draw your attention to  
22 Paragraph 3. It's at the bottom of Page 11. And now  
23 this paragraph states that pursuant to the frame  
24 inspection and replacement program and the inspection  
25 protocol, class members may have their subject vehicle's

Georgia Gay Whittington-Hopkins

April 12, 2017

1 frames inspected by authorized Toyota dealers, and if  
2 the vehicle located in a CRC state for evaluation for  
3 application of the corrosion-resistant compounds,  
4 correct?

5 A. Correct.

6 Q. And then below defines -- a number of CRC  
7 states are listed --

8 A. Uh-huh.

9 Q. -- and it also states that those are states  
10 with high road salt use, correct?

11 A. True.

12 Q. And these are mostly northern states, just  
13 looking at them, correct?

14 A. Most of them are.

15 Q. Yeah, okay. So you understand that under the  
16 settlement and states with high road salt use, another  
17 benefit of the settlement is that subject vehicle owners  
18 can come in, they can bring their vehicle in, and if  
19 there are some rust but not enough to justify a frame  
20 replacement, then they would receive corrosion-resistant  
21 compounds to prevent rust from accumulating on their  
22 vehicle's frame? Do you understand that?

23 A. Yes.

24 Q. I mean, that's another good benefit, right?  
25 That's an important benefit, right?

1           A. Sure. Yes.

2           Q. But you were unaware of that before you came in  
3 today?

4           A. Yes.

5           Q. And the loaner vehicles, did you know about  
6 that before you came in today?

7           A. No.

8           Q. Can I draw your attention to paragraph 4 on the  
9 next page. And this is a short paragraph; I'll read it.  
10 It says, "If a class disputes the findings of the Toyota  
11 dealer conducted pursuant to the frame inspection and  
12 replacement program, the class member may take the  
13 subject vehicle to a second Toyota dealer for another  
14 frame inspection"; is that correct?

15           A. That's what it says.

16           Q. Okay. And do you understand that this  
17 paragraph serves to ensure that if somebody gets their  
18 frame inspected at a Toyota dealer but they disagree  
19 with the result, they can go to another Toyota dealer  
20 and --

21           A. Get a second opinion.

22           Q. Yes. And that's important, right?

23           A. Sure.

24           Q. Okay. Were you aware of that before you came  
25 in today?

Georgia Gay Whittington-Hopkins

April 12, 2017

1           A. No.

2           Q. Okay. Now, can I draw your attention to  
3 Paragraph 1 at the bottom of this page. Okay. It  
4 states that eligible class members, during the claim  
5 period, may submit claims for previously paid  
6 out-of-pocket expenses for frame replacement incurred to  
7 address the condition that satisfies the rust  
8 perforation standard on the subject vehicles that were  
9 not otherwise reimbursed and that were incurred prior to  
10 the initial notice date. Do you see that?

11          A. I see it.

12          Q. Okay. Did I read that correctly?

13          A. Yes.

14          Q. Okay. And you understand that that provision  
15 serves to allow class members who previously paid to  
16 have a frame on their vehicle replaced because the rust  
17 on the vehicle was a certain level under the settlement,  
18 they would be reimbursed for those expenses? Do you  
19 know that?

20          A. Yes.

21          Q. And that's important because that's --

22          A. Very.

23          Q. Okay. And were you aware of that benefit  
24 before you came in today?

25          A. No.

1           Q. Okay. Let me see here. If your objection is  
2 granted, what would happen?

3           A. I don't know.

4           Q. Do you understand -- do you have an  
5 understanding that if the Court granted your objection  
6 that none of these benefits would be available to the  
7 class members?

8           A. No.

9           Q. You didn't know that?

10          A. No.

11          Q. Do you understand that there are somewhere  
12 between 1.4 and 1.5 million vehicles that are covered  
13 under this settlement?

14          A. No.

15          Q. Do you know that there are about approximately  
16 2.5 class members covered under this settlement?

17          A. No.

18          Q. All of which are --

19          A. How do they know?

20          Q. I don't know. I was just asking -- I was  
21 asking just generally.

22          A. No.

23          Q. There's no...

24                   But if you knew that if your objection was  
25 granted that those approximately 2.5 million class

Georgia Gay Whittington-Hopkins

April 12, 2017

1 members would get -- be eligible for none of these  
2 benefits, would that change your --

3 A. I don't believe my objection is to keep people  
4 from benefitting.

5 Q. Okay. And if I told you if that was the case,  
6 if the case was that none of the benefits of the  
7 settlement would be available to those 2.5 million  
8 individuals --

9 A. How do I know --

10 MR. CREAMER: Objection, improper  
11 hypothetical.

12 MR. SCHORK: I don't think it's a  
13 hypothetical. It's a....

14 MR. CREAMER: Improper hypothetical but she  
15 can go ahead and answer.

16 A. I wouldn't want to be responsible for other  
17 people not having their vehicles inspected if they have  
18 problems having them fixed, but I don't believe my  
19 objection is of such.

20 Q. (BY MR. SCHORK) Okay. But if that was the  
21 case with your objection?

22 A. If that was the case --

23 MR. CREAMER: Objection, improper  
24 hypothetical; incomplete as well.

25 Q. (BY MR. SCHORK) "If that was the case," keep

Georgia Gay Whittington-Hopkins

April 12, 2017

1 going.

2 A. If that was indeed the case, I would really  
3 have to take into consideration whether or not I would  
4 want to be responsible for the people not having that  
5 benefit.

6 Q. Would you want to withdraw your objection if  
7 that were the case?

8 A. Only -- only if it were the case. I don't  
9 believe it is the case.

10 Q. But if it were the case, you would?

11 A. I said if --

12 MR. CREAMER: Objection, asked and  
13 answered.

14 Q. (BY MR. SCHORK) Okay. I'm going to hand you a  
15 document that I ask to be marked as Exhibit 4.

16 (Exhibit No. 4 marked.)

17 Q. (BY MR. SCHORK) This document is entitled  
18 "Objection to Proposed Class Action Settlement," right?

19 A. Yes. This is mine. This is my objection.

20 Q. And you've seen this document before, right?

21 A. Yes.

22 Q. Okay. Can I draw your attention to the second  
23 to last page of the document?

24 A. March 2 -- March 2 -- second to the last?

25 Q. It's Page 7 of your objection, ma'am. It's in

1 the Conclusion.

2 A. Oh, okay.

3 Q. Can you read that?

4 A. You want all that cellular of California  
5 incorporated? You want all --

6 Q. No, just that -- under Conclusion. It just  
7 starts with, "In conclusion," just read that.

8 A. "In conclusion, the objector respectfully asks  
9 the Court to reject this settlement based upon the above  
10 objections."

11 Q. Okay.

12 A. And it's dated 3/24/17.

13 Q. And so you're asking for the Court to reject  
14 the settlement that we just talked about, right?

15 A. Yes.

16 Q. Okay. And if the court rejects the settlement,  
17 you don't -- you have no understanding as to the effect  
18 that would have on the other individuals, right?

19 A. No.

20 Q. Okay. Do you know anything about the  
21 requirements for class certification?

22 A. Is that what you read to me a while ago?

23 Q. No.

24 A. Then no.

25 MR. SCHORK: Let's take a short break.

# Georgia Gay Whittington-Hopkins <sup>#12</sup>

April 12, 2017

1 (Break taken from 10:52 a.m. to 10:55 a.m.)

2 Q. (BY MR. SCHORK) Ms. Hopkins, you understand  
3 you're still under oath?

4 A. Yes.

5 Q. I only have a few more questions.

6 A. Okay.

7 Q. I'm going to hand you a blank piece of paper.

8 Can you write your name and sign it on this, on the  
9 paper for us.

### 10 A. What for?

11           Q. Because we want to -- I want to put it in the  
12 record?

13           A. I can sign it, but I don't know what else you  
14 would put on there. Can I put a big "X" on there?

15 Q. You can if you would like to, sure.

16 A. I don't -- because, I mean, I'm not going to  
17 sign something that's not --

18 Q. What's going to happen after we leave here  
19 today is the court reporter will take the exhibits with  
20 her and then it will be introduced into the record. I'm  
21 not going to -- so that's how we establish chain of  
22 custody so that nothing else happens to the document.

23 | Okay?

24           A. Okay. You want my full signature, the one that  
25 I use when I write a check?

1 Q. You can do both, that's fine.

2 A. So -- and that's all you want?

3 Q. That's it. Yes, ma'am.

4 A. I have a -- feel really weird about signing a  
5 blank piece of paper.

6 Q. Okay.

7 A. Because anything can go on here.

8 Q. Okay. You --

9 A. And I would have signed.

10 MS. D'AURIA: Maybe ask your lawyer to  
11 weigh in here.

12 THE WITNESS: What?

13 MS. D'AURIA: Your lawyer has not  
14 instructed you not to sign the document and --

15 MR. SCHORK: Yeah, it's just --

16 MS. D'AURIA: -- Mr. Schork just explained  
17 that it's -- I'll let you, since it's your deposition.

18 Q. (BY MR. SCHORK) Yeah. We're just looking to  
19 verify your signature, that's what we're looking for.

20 A. (Witness complies.)

21 Q. You can "X" it out, if it makes you more  
22 comfortable, above there.

23 A. (Witness complies.)

24 Q. Okay.

25 A. Can I say "signature only"?

Georgia Gay Whittington-Hopkins

April 12, 2017

1 Q. Sure.

2 A. (Witness complies.)

3 MR. SCHORK: And I'll ask that this be  
4 introduced as Exhibit 5.

5 (Exhibit No. 5 marked.)

6 Q. (BY MR. SCHORK) Now, I'm going to hand you  
7 this document. I'll ask that it be marked as Exhibit 6.

8 (Exhibit No. 6 marked.)

9 Q. (BY MR. SCHORK) And this is a copy of the  
10 front and back page of the title that you produced  
11 today; is that right?

12 A. It appears to be the same as I have right here,  
13 yes.

14 Q. So it is, correct?

15 A. Yes.

16 MR. SCHORK: I have no further questions.

17 MS. D'AURIA: I have no questions.

18 MR. SCHORK: Michael?

19 THE WITNESS: Is he still on there? What's  
20 the little gizmo there on the phone? Has he been  
21 disconnected?

22 MR. SCHORK: No. As far as I can, tell  
23 that's the speakerphone, and it looks like he's been on  
24 there for an hour.

25 MR. CREAMER: I'm here.

Georgia Gay Whittington-Hopkins

April 12, 2017

1 MR. SCHORK: Okay. Michael?

2 MR. CREAMER: Yes, I'm here.

3 MR. SCHORK: Do you have any questions?

4 MR. CREAMER: No, I don't have any further  
5 questions.

6 THE REPORTER: So this is Gail, the court  
7 reporter. Is there anything else for the record?

8 MR. CREAMER: Not from the Objector.

9 THE REPORTER: Okay. We're off the record  
10 at 11:00 a.m. Dallas time.

11 Mr. Creamer, do you need a copy of the  
12 deposition?

13 MR. CREAMER: Yes, please.

14 THE REPORTER: Okay. Thank you.

15 MR. CREAMER: Thank you, ma'am.

16 THE REPORTER: Kelly, do you need a copy?

17 MS. D'AURIA: Yes.

18 MR. SCHORK: Can we get us a copy by  
19 tomorrow evening, do you think?

20 THE REPORTER: Yes.

21 MR. SCHORK: With the exhibits? Thanks.

22 (Proceedings concluded at 11:05 a.m.)

23

24

25

Georgia Gay Whittington-Hopkins <sup>#12</sup>

April 12, 2017

4 BRIAN WARNER, ET AL

4

\*

5 | VS.

\* NO. 2:15-CV-02171

4

6 TOYOTA MOTOR SALES, USA,  
INC.

\*

\*

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8

REPORTER'S CERTIFICATION  
DEPOSITION OF GEORGIA GAY WHITTINGTON-HOPKINS  
APRIL 12, 2017

10  
11                   I, GAIL SPURGEON, Certified Shorthand Reporter  
12 in and for the State of Texas, hereby certify to the  
following:

14 That the foregoing deposition of GEORGIA GAY  
15 WHITTINGTON-HOPKINS was reported by me stenographically  
at the time and place indicated, said witness having  
been placed under oath by me, and that the transcript is  
a true record of the testimony given by the witness;

17 I further certify that pursuant to FRCP Rule  
30(f)(1) that the signature of the deponent:

18                \_\_\_\_ was requested by the deponent or a party  
19 before the completion of the deposition and is to be  
20 returned within 30 days from date of receipt of the  
transcript. If returned, the attached Changes and  
Signature Page contains any changes and the reasons  
therefor;

21 X was not requested by the deponent or a party before the completion of the deposition

22 I further certify that I am neither counsel  
23 for, related to, nor employed by any of the parties or  
24 attorneys in the action in which this proceeding was  
taken, and further that I am not financially or  
otherwise interested in the outcome of the action.

Georgia Gay Whittington-Hopkins #2

April 12, 2017

Given under my hand this the 13th day of April, 2017.

GAIL SPURGEON  
Texas CSR 1718  
Expiration Date: 12/31/17  
Litivate Reporting  
501 West Broadway  
Suite 1000  
San Diego CA 82101  
619.233.2030

Georgia Gay Whittington-Hopkins

April 12, 2017

<b>A</b>	53:15 <b>Amended</b> 3:9 37:3,11 <b>America</b> 30:20 48:20 <b>Anaheim</b> 2:13 <b>analyst</b> 31:5,17 <b>and/or</b> 47:8 <b>answer</b> 5:1 11:2 13:18 16:23 18:19 19:3,5,24,25 20:3 26:5,7 28:1,6,12,18 28:24 29:19 30:8,9,11,12 36:20 55:15 <b>answered</b> 18:17 19:19,21 27:19 28:4,11 28:14 29:16 56:13 <b>ANSWERS</b> 1:17 <b>anybody</b> 5:25 15:12 22:20 23:7 30:20,24,25 <b>apologies</b> 34:6 <b>Appearances</b> 3:2 <b>APPEARING</b> 2:6,10,14 <b>appears</b> 43:9,13 60:12 <b>application</b> 51:3 <b>approached</b> 14:22,25 <b>appropriate</b> 25:21 <b>approval</b> 47:4 <b>approximately</b> 26:8,14 54:15 54:25 <b>April</b> 1:10,20 14:16 62:9 63:1 <b>argumentative</b> 19:1,4,21 <b>arrange</b> 50:3,15 <b>aside</b> 23:17 42:9 <b>asked</b> 11:11 14:22 15:5,8 16:8 17:1 20:9,24 21:15 22:20 24:16 27:23	33:25 34:1 36:25 38:12 41:4 56:12 <b>asking</b> 4:21 19:2 24:10 26:10 38:21 42:3 54:20,21 57:13 <b>asks</b> 57:8 <b>asserting</b> 12:13 <b>Associates</b> 2:3 <b>attached</b> 62:19 <b>attempted</b> 27:24 <b>attention</b> 15:16 39:10 44:1 46:23 48:11 49:21 50:21 52:8 53:2 56:22 <b>attorney</b> 15:21 17:18,20 17:21,23 23:3 23:5 26:17 27:17 28:10 28:15 29:2 34:23 40:19 40:23 42:4,10 44:6 48:21 <b>attorney-client</b> 26:3 27:8 28:17 29:16 <b>attorneys</b> 31:14 42:13 62:23 <b>authorize</b> 48:10 <b>authorized</b> 51:1 <b>available</b> 54:6 55:7 <b>Avenue</b> 2:8 <b>Aviation</b> 31:4 32:2,7,16 <b>aware</b> 15:14 16:8 29:9 42:1 52:24 53:23	57:9 <b>basic</b> 39:2 <b>Basically</b> 24:18 <b>basis</b> 20:6 21:20 27:10 28:2,8 35:22 <b>bear</b> 44:15 <b>beginning</b> 20:23 <b>behalf</b> 29:5,8,11 <b>belief</b> 21:20 <b>believe</b> 13:10 19:13,13 19:18 20:10 20:11 21:2,19 22:23 35:25 37:13,16,18 42:2 46:7 55:3,18 56:9 <b>believed</b> 20:25 <b>benefit</b> 33:10 35:8,11 45:9,25 46:10 49:19 50:18 51:17,24,25 53:23 56:5 <b>benefits</b> 32:18 35:19 45:13 54:6 55:2,6 <b>benefitting</b> 36:1 38:8 55:4 <b>best</b> 5:6 <b>better</b> 13:23 18:2,3,4 35:8 41:22 46:17,21 48:14 <b>beyond</b> 45:1 <b>big</b> 12:19 24:25 58:14 <b>blank</b> 58:7 59:5 <b>bold</b> 37:20 <b>bottom</b> 44:3,9 48:17 49:24 50:22 53:3 <b>Box</b> 2:12 <b>break</b> 4:24 41:14,16 57:25 58:1 <b>Brian</b>	1:4 37:23 62:4 <b>briefly</b> 43:23 <b>bring</b> 10:9 51:18 <b>Broadway</b> 63:6 <b>brought</b> 8:13 9:21 10:18 15:16 39:20
<b>C</b>				

53:17 <b>Certainly</b> 46:1 <b>Certificate</b> 3:3 <b>certificates</b> 31:24,24 <b>certification</b> 57:21 62:8 <b>Certified</b> 1:21 62:11 <b>certify</b> 62:12,16,22 <b>chain</b> 58:21 <b>change</b> 9:19 11:13,14 46:14 55:2 <b>changed</b> 9:3 <b>changes</b> 35:3 62:19,19 <b>check</b> 58:25 <b>Chicago</b> 2:5 <b>chief</b> 48:20 <b>choose</b> 7:2 <b>Christopher</b> 23:15 <b>circumstances</b> 50:8 <b>City</b> 1:24 <b>Civil</b> 1:25 38:18,24 <b>claim</b> 33:23 53:4 <b>claims</b> 12:6,12 53:5 <b>clarification</b> 27:23 <b>clarify</b> 27:25 <b>class</b> 3:12 24:13,17 24:20,24 30:3 30:6,23 32:15 32:19 33:23 35:16 44:18 45:1,14 46:4 46:6,7,8,22 46:24 47:2,10 47:24 48:7 50:2,2,8,25 52:10,12 53:4 53:15 54:7,16 54:25 56:18 57:21 <b>clear</b> 13:6 19:10,11 21:14 34:2	<b>client</b> 25:15 <b>close</b> 17:13 <b>Columbia</b> 47:7 <b>come</b> 32:22 34:4 46:2 51:18 <b>comfortable</b> 59:22 <b>comments</b> 35:2 <b>common</b> 30:19,22 35:24 <b>Commons</b> 1:23 <b>communications</b> 27:13 39:23 <b>company</b> 24:25 <b>Compared</b> 35:20 <b>compen-</b> 28:20 <b>compensated</b> 36:13 <b>Complaint</b> 3:9 37:3,11 <b>complaints</b> 25:5 <b>completion</b> 62:18,21 <b>complies</b> 59:20,23 60:2 <b>complimentary</b> 50:3 <b>compounds</b> 51:3,21 <b>concerning</b> 39:25 <b>concluded</b> 61:22 <b>conclusion</b> 57:1,6,7,8 <b>condition</b> 53:7 <b>conduct</b> 20:20 <b>conducted</b> 52:11 <b>connection</b> 5:9 29:14 <b>consider</b> 7:14 <b>consideration</b> 56:3 <b>considering</b> 8:18 <b>contact</b> 24:4,5 25:14 <b>contacted</b> 24:6 <b>contains</b>	62:19 <b>continuing</b> 31:17 <b>contract</b> 41:21,24 <b>control</b> 10:12 <b>convenience</b> 50:20 <b>conversation</b> 14:14,17 16:6 16:12 25:11 25:17 26:10 26:15 27:21 30:12 <b>conversations</b> 25:22 <b>Cooper</b> 48:21 <b>copies</b> 39:20 44:6 <b>copy</b> 39:17,19 40:16 60:9 61:11,16 61:18 <b>correct</b> 6:3,4,13,14 12:4,5 15:6,7 15:17 17:12 21:4,4 22:1 24:7 32:2 33:21 34:18 36:2 38:19,24 39:8,15,16 41:5 43:21 44:11 45:20 47:8,9,11 48:18 50:11 50:16 51:4,5 51:10,13 52:14 60:14 <b>correctly</b> 45:10 53:12 <b>corrosion-re...</b> 51:3,20 <b>cost</b> 50:1 <b>costs</b> 29:13 33:17 <b>counsel</b> 16:17 18:14 20:18 24:15 25:15,19 27:13 29:23 48:19 62:22 <b>counsel's</b> 28:22 29:22 <b>Counselor</b> 26:5 <b>country</b> 7:5 <b>County</b> 1:24 <b>course</b> 20:4	<b>court</b> 1:1,21 5:10 19:7 20:19 42:22 54:5 57:9,13,16 58:19 61:6 62:1 <b>cover</b> 34:7,7 <b>coverage</b> 44:19,22 45:14 45:19 48:3 <b>covered</b> 48:3 49:2 54:12 54:16 <b>CRC</b> 51:2,6 <b>Creamer</b> 2:11,12 16:16 16:20 18:14 18:21,25 19:19 20:16 23:1,3,17 24:4,4,14 25:10,12,19 25:22 26:1,6 26:9,13,17,20 27:6,7,12,19 28:4,11,16 29:15,20 30:7 30:18 42:18 55:10,14,23 56:12 60:25 61:2,4,8,11 61:13,15 <b>create</b> 39:3 <b>CSR</b> 63:5 <b>custody</b> 58:22	62:18 <b>dealer</b> 11:11,18,24 50:5 52:11,13 52:18,19 <b>dealers</b> 48:25 51:1 <b>dealership</b> 6:22 10:9 50:6 <b>dealing</b> 31:12 <b>decide</b> 14:3 17:19 <b>decided</b> 22:15 <b>defect</b> 25:1 <b>defendant</b> 2:10 42:21 <b>defines</b> 51:6 <b>definition</b> 47:10 <b>department</b> 32:17 <b>deponent</b> 62:17,17,20 <b>deposed</b> 4:10,13,15 <b>deposition</b> 1:9,17 4:20,25 9:11 38:18 59:17 61:12 62:9,13,18,21 <b>depositions</b> 34:4 <b>DESCRIPTION</b> 3:8 <b>Diego</b> 63:7 <b>directed</b> 23:4 <b>disagree</b> 25:16 52:18 <b>disconnected</b> 60:21 <b>discussed</b> 45:15 48:4 <b>disputes</b> 52:10 <b>distributed</b> 47:5 <b>District</b> 1:1 47:6 62:1 <b>Divorce</b> 42:23 <b>document</b> 18:16 36:25 37:3,7,8,10 37:12,16 38:11,17 39:11,14,22 43:5,9,12,14 43:20,24 44:2
---	---	--	--	--

56:15,17,20	56:17	family	fourth	19:3
56:23 58:22	<b>entry</b>	24:1	39:10	<b>gizmo</b>
59:14 60:7	45:3 47:4	<b>far</b>	22:8 33:4,9,9	60:20
<b>documents</b>	<b>ERICH</b>	21:8 25:14	33:18 40:1	<b>glasses</b>
12:9 39:23 40:4	2:3	60:22	44:10,17,18	37:5
40:10	<b>Escalade</b>	34:22	45:4 48:2	<b>go</b>
<b>doing</b>	7:20	<b>fax</b>	49:9 50:6,9	18:19 19:24
20:23 38:20,21	<b>establish</b>	1:25 5:9 31:4	50:14,23	21:10 22:18
<b>draw</b>	58:21	32:1,7,16	51:19,22	48:8,12 52:19
39:10 44:1 46:9	<b>ET</b>	42:22	52:11,14,18	55:15 59:7
46:23 48:11	1:4 62:4	<b>feel</b>	53:6,16	<b>goes</b>
49:21 50:21	<b>evaluation</b>	59:4	<b>frames</b>	25:23 29:15
52:8 53:2	51:2	<b>file</b>	33:5,14 44:20	<b>going</b>
56:22	<b>evening</b>	24:22 29:11	51:1	4:17 18:22 19:3
<b>drivable</b>	61:19	<b>filed</b>	<b>FRCP</b>	19:4,20 24:10
7:24,25	<b>evidently</b>	5:14,15,17	62:16	25:12 27:7,17
<b>drive</b>	22:8	18:15 25:5	<b>free</b>	27:25 28:5,18
8:2	<b>exactly</b>	29:4,7 33:23	32:23 33:4,9	28:21 29:10
<b>driver's</b>	20:2 25:25	34:10,17	<b>friend</b>	29:21 34:15
10:12	<b>EXAMINATION</b>	40:13 42:17	15:19	36:24 38:12
<b>duly</b>	3:5 4:3	42:21	<b>friends</b>	39:5 41:13
4:2	<b>example</b>	<b>final</b>	43:2,15,17	43:2,15,17
<b>duration</b>	45:17	44:23,23 45:3,3	44:13,13 47:1	48:9 49:25
44:22	<b>excellent</b>	<b>financially</b>	<b>front</b>	56:1,14 58:7
<hr/> <b>E</b> <hr/>	7:16	62:23	60:10	58:16,18,21
<b>e-mail</b>	<b>exceptional</b>	<b>find</b>	<b>full</b>	60:6
34:22,24	50:8	17:18,20	58:24	<b>good</b>
<b>e.schork@bar...</b>	<b>excuse</b>	<b>findings</b>	<b>further</b>	4:5 7:14 24:24
2:5	13:2 16:16	52:10	13:9 19:22 27:8	33:10 39:7
<b>earlier</b>	<b>Exhibit</b>	<b>fine</b>	28:5 60:16	51:24
18:10 19:14	3:9,10,11,12,14	5:2 40:8 59:1	61:4 62:16,22	<b>gotten</b>
20:10,12 21:3	3:15 36:25	<b>finish</b>	62:23	10:7
21:18 22:13	37:1 38:13,14	20:19 22:8	<hr/> <b>G</b> <hr/>	<b>granted</b>
38:6 49:8	39:12,15 43:3	<b>first</b>	<b>G-a-y</b>	54:2,5,25
<b>early</b>	43:4 56:15,16	4:2 14:14,17	4:7	<b>ground</b>
9:6	60:4,5,7,8	16:6 23:3,5	<b>G-e-o-r-g-i-a</b>	34:6,7
<b>easier</b>	<b>exhibits</b>	25:11 34:12	4:7	<b>guess</b>
48:13	3:7,8 43:11	37:19 38:22	35:24	<b>guys</b>
<b>education</b>	58:19 61:21	39:17 44:25	14:18 17:17	14:18 17:17
31:17	<b>expect</b>	45:2,18 47:1	40:9	40:9
<b>effect</b>	33:20 36:13,16	<b>five</b>	<hr/> <b>H</b> <hr/>	<b>handed</b>
57:17	<b>expenses</b>	42:12	<b>H-o-p-k-i-n-s</b>	37:2
<b>either</b>	53:6,18	<b>fixed</b>	4:9	<b>handle</b>
10:1 21:7	<b>expensive</b>	55:18	hair	9:7
<b>eligible</b>	33:20,22 49:11	<b>fixing</b>	<b>hand</b>	36:24 38:12
33:3 45:8,19	49:15	10:8	56:14 58:7	56:14 58:7
46:10 48:2	<b>Expiration</b>	<b>flood</b>	60:6 63:1	60:6 63:1
50:8 53:4	63:5	45:8	<b>Georgia</b>	<b>happen</b>
55:1	<b>explain</b>	10:11	1:10,17 3:4 4:1	12:18 16:14,17
<b>employed</b>	10:6 13:21	<b>following</b>	4:7 62:9,13	22:9 54:2
32:4 62:22	41:22 46:19	28:22 44:23	<b>getting</b>	58:18
<b>employee</b>	<b>explained</b>	62:12	29:1 31:22	<b>happens</b>
39:24	59:16	<b>follows</b>	<b>girl</b>	34:3 58:22
<b>ensure</b>	<b>extremely</b>	4:2	7:5	34:3 58:22
52:17	49:10,11	<b>foregoing</b>	<b>give</b>	<b>headquarters</b>
<b>entered</b>	<hr/> <b>F</b> <hr/>	62:13	5:6	32:3
27:14	<b>fair</b>	<b>form</b>	<b>given</b>	<b>hear</b>
<b>entities</b>	13:20,22 14:12	18:23 19:1	50:16 62:15	
47:3	17:4,24 18:1	33:15 43:7,9	63:1	
<b>entitled</b>	19:16,18	43:13	<b>giving</b>	
38:17 43:12	21:21	<b>found</b>	15:11	
	<b>fall</b>			
	47:10			

23:25 <b>high</b> 51:10,16 <b>Hopkins</b> 4:5,8,11 58:2 <b>hour</b> 41:14 60:24 <b>Hughes</b> 2:16 9:2,5,8,12 9:14 14:8,9 14:13 15:14 15:19 16:1,18 17:1,9,15,20 22:14 23:6,17 <b>Huh-uh</b> 11:7 <b>hundred</b> 7:10 <b>hyphen</b> 4:8 <b>hypothetical</b> 55:11,13,14,24	9:24 <b>inspect</b> 48:8 <b>inspected</b> 40:7 46:3 51:1 52:18 55:17 <b>inspection</b> 32:23 33:4,4 40:5 44:10,17 44:18,21 45:4 45:5,6 48:3 49:18 50:7,24 50:24 52:11 52:14 <b>inspections</b> 39:25 45:7 49:1 49:9 <b>instance</b> 1:18 <b>instruct</b> 27:18,25 28:5 28:18 <b>instructed</b> 59:14 <b>instructing</b> 26:4 29:18 <b>instruction</b> 29:22 <b>insurance</b> 50:4 <b>interested</b> 62:24 <b>Internet</b> 5:25 6:8,9 15:11 37:9,14 43:17 <b>interrupt</b> 6:21 9:10 21:10 <b>introduced</b> 58:20 60:4 <b>invade</b> 26:2 28:17 30:9 <b>investigation</b> 18:6 <b>involved</b> 24:23 29:1 <b>involvement</b> 5:13 20:22 <b>issue</b> 10:8 13:2 18:8 18:9 19:14,17 29:25 <b>issues</b> 10:21 11:20 13:8 18:10,12 18:23 19:11 20:12 21:3,8 21:18,24 22:1 22:6 24:21	48:21 <b>judgment</b> 44:24 45:3 <b>July</b> 8:6 <b>justify</b> 51:19 <hr/> <b>K</b> <b>kdauria@reed...</b> 2:9 <b>keep</b> 55:3,25 <b>Kelly</b> 2:7 61:16 <b>kind</b> 12:20 26:24 27:20 40:6 <b>knew</b> 14:23 15:5,9 18:5,5 22:20 54:24 <b>know</b> 4:22,25 6:9,11 6:19 7:8 9:16 9:20 10:4,23 11:2,14 12:6 12:12,18,22 13:6 14:5,19 14:20,25 15:10 16:1,3 16:4,5 20:18 21:9,12,13,22 21:23,24 22:23 24:12 24:13 25:19 26:21 27:15 32:20,24,25 33:17 35:10 36:15,18,21 38:3 48:14 50:13 52:5 53:19 54:3,9 54:15,19,20 55:9 57:20 58:13 <b>knowledge</b> 10:25 11:6 21:25 26:23 30:19,22 <b>known</b> 18:6 <b>knows</b> 24:17 42:18 <hr/> <b>L</b> <b>LaSalle</b> 2:4 <b>lasted</b> 25:18 <b>lasts</b> 25:23 <b>Law</b> 2:12	<b>lawyer</b> 29:7 59:10,13 <b>lawyers</b> 29:4 <b>learn</b> 30:5 <b>lease</b> 47:6 <b>leased</b> 45:1 47:5 <b>leave</b> 58:18 <b>legal</b> 31:1,18,20 41:21,24 48:20 <b>legally</b> 30:20 <b>length</b> 43:15 <b>let's</b> 6:12 10:1 41:14 48:12 57:25 <b>letter</b> 10:7 <b>letters</b> 37:20 <b>level</b> 53:17 <b>Lexington</b> 2:8 <b>license</b> 41:20,23 <b>limited</b> 9:22 10:2 <b>listed</b> 35:25 37:23 51:7 <b>Litivate</b> 63:6 <b>little</b> 41:22 60:20 <b>loaner</b> 50:3,15 52:5 <b>located</b> 51:2 <b>long</b> 25:10,17,22 26:9 27:21 30:9 36:4,6 43:7,9,13 <b>longer</b> 44:24 <b>look</b> 10:24 11:8,12 40:25 43:2 <b>looked</b> 37:16 <b>looking</b> 43:23 51:13 59:18,19 <b>looks</b> 37:9 60:23 <b>lot</b>	7:9 33:19 <b>love</b> 7:7 36:18,23 <hr/> <b>M</b> <b>ma'am</b> 18:20 19:24 28:13 30:7,16 37:4 56:25 59:3 61:15 <b>maintenance</b> 8:13 9:20 11:25 <b>major</b> 8:16,18 <b>management</b> 31:5,16 <b>March</b> 6:6 14:15,16 17:7 34:15 56:24,24 <b>marked</b> 36:25 37:1 38:13,14 43:3 43:4,12 45:8 56:15,16 60:5 60:7,8 <b>married</b> 23:23 <b>mats</b> 10:11 <b>mean</b> 5:15,16,16 6:21 8:19 13:21,24 14:15 18:3,4 21:4,10 30:21 30:22 35:14 41:23 42:19 42:20 44:2 45:24 46:14 46:18 49:8,18 51:24 58:16 <b>means</b> 47:2,17 <b>meant</b> 27:24 <b>medications</b> 5:4 <b>member</b> 45:1 46:7 47:24 48:7 50:2 52:12 <b>members</b> 32:19 44:18 45:14 46:4,22 50:2,9,25 53:4,15 54:7 54:16 55:1 <b>mentioned</b> 20:10 <b>met</b> 42:4 <b>Michael</b> 2:11,12 23:1 60:18 61:1 <b>miles</b>
---	---	---	---	--

7:8	<b>noted</b>	1:22 2:12	<b>47:3</b>	5:1,9
<b>million</b>	35:13,15	<b>Oh</b>	<b>Originally</b>	<b>people</b>
54:12,25 55:7	<b>notice</b>	4:16 23:25 57:2	46:21	24:21 35:9,12
<b>mind</b>	10:19 21:18	<b>oil</b>	<b>out-of-pocket</b>	35:13,15 55:3
9:10	43:8,9,13	9:19 11:14	53:6	55:17 56:4
<b>mine</b>	53:10	<b>okay</b>	<b>outcome</b>	<b>perforation</b>
56:19	<b>notified</b>	4:10,17,19,22	62:24	40:1 44:21 53:8
<b>minute</b>	19:14 20:12	4:23 5:2,3,8	<b>outside</b>	<b>period</b>
16:16	21:3,6,7	5:12,15,17,22	10:24 30:11	53:5
<b>minutes</b>	<b>number</b>	5:24 6:2,9,17	<b>overnight</b>	<b>person</b>
26:8,14	44:5 48:12 51:6	6:21,25 7:2	50:6	42:5,7
<b>missed</b>	<b>numbered</b>	7:23 8:12 9:5	<b>owned</b>	<b>personally</b>
24:14	1:19 44:4	9:9,12,13,14	8:14,17 45:1	38:4
<b>model</b>	<b>O</b>	9:15,25 10:6	47:5,21	<b>persons</b>
6:15 7:21 47:17	<b>oath</b>	10:11,18,21	<b>owner</b>	47:3
<b>models</b>	41:18 58:3	10:24 11:11	18:5 21:5 45:17	<b>phone</b>
47:18	62:15	11:16,23	<b>owners</b>	30:11 60:20
<b>month</b>	<b>object</b>	12:15,20 13:6	32:22 33:3	<b>phonetic</b>
14:15	16:11,19 17:2	13:11,21 14:3	35:10 51:17	23:15
<b>morning</b>	19:4,20 22:15	14:9,13,17,22	<b>owns</b>	<b>piece</b>
4:5	25:12 26:1	15:1 16:11,22	18:7	58:7 59:5
<b>Motor</b>	27:7 30:6,22	16:25 17:11	<b>P</b>	<b>place</b>
1:6 40:13 48:20	46:15	17:13,14,17	<b>P</b>	62:14
62:6	<b>objected</b>	17:22,25	2:1,1,3 48:21	<b>placed</b>
<b>N</b>	12:2 30:2	18:12 19:10	<b>page</b>	62:15
<b>N</b>	<b>objecting</b>	19:17 20:1	3:2,8 37:19	<b>plainly</b>
2:1	22:18	21:5,8,14	38:16,22	11:1
<b>name</b>	<b>objection</b>	22:3,22,25	39:10,11 44:1	<b>plaintiff</b>
4:6 23:13,16	3:12 5:14,15,18	23:2,9 24:19	1:19 2:6 42:21	<b>plaintiffs</b>
58:8	14:1,4 18:15	25:16 26:11	12:12 13:7	12:12 13:7
<b>named</b>	19:22 20:6	27:7 28:7,15	35:25 37:20	38:7
23:10,14	23:10,15,18	28:16,21 29:4	<b>please</b>	4:5,6 10:9
<b>names</b>	24:2 25:25	29:10,13 30:5	16:25 30:14	16:25
14:7 35:16	27:11 28:16	31:13 32:1,6	42:19 61:13	42:19
37:20,25	29:9,15 30:7	34:8 35:2,22	<b>PO</b>	
<b>nature</b>	30:18 33:15	36:7,9 37:15	2:12	
25:14,23,24	34:9,17,22	38:11 39:5,6	<b>point</b>	
<b>necessary</b>	36:14,17	39:7,10,13,14	4:24	
31:11 45:7 49:1	40:13,17,20	40:4,8,11,22	<b>poorly</b>	
<b>need</b>	40:23 41:10	41:4,8,12	44:14,16 45:15	19:13 20:11
4:21,24 9:9	42:9 54:1,5	42:3,3 43:2	48:4 49:2,25	21:2,17
17:21 20:18	54:24 55:3,10	43:20 44:1,8	50:22,23 52:8	<b>portion</b>
34:7 35:10	55:19,21,23	44:9,12,14	52:9,17 53:3	19:8 30:17
37:4 61:11,16	56:6,12,18,19	45:12 46:5,9	<b>Posed</b>	
<b>needed</b>	56:25	46:12,18	4:14	
14:11 17:23	<b>objections</b>	47:21 48:1,2	<b>position</b>	31:8
23:20	18:22,24 19:1	48:11 49:4,8	<b>possession</b>	41:9,11
<b>needs</b>	57:10	49:21,25	<b>possessions</b>	47:8
50:14	<b>objective</b>	50:20 51:15	<b>possibly</b>	12:17 21:6 22:7
<b>neither</b>	13:25 40:17	52:16,24 53:2	<b>preliminary</b>	
62:22	<b>objector</b>	53:3,12,14,23	47:4	
<b>never</b>	2:14 35:5 57:8	54:1 55:5,20	<b>prepared</b>	34:13
11:14,17 42:7	61:8	56:14,22 57:2	<b>PRESENT</b>	2:15
<b>New</b>	<b>offer</b>	57:11,16,20	<b>Preston</b>	1:23,23
2:9,9	44:17 45:5	58:6,23,24		
<b>nice</b>	<b>offered</b>	59:6,8,24		
41:15	45:13	61:1,9,14		
<b>North</b>	<b>offering</b>	<b>once</b>		
2:4 48:20	22:11	36:6		
<b>northern</b>	<b>offers</b>	<b>opinion</b>		
51:12	32:19	52:21		
<b>note</b>	<b>officer</b>	<b>ORAL</b>		
29:24	48:20	1:9		
	<b>offices</b>	<b>order</b>		
		44:23 45:3 47:4		
		<b>organizations</b>		

<b>pretty</b> 28:2 30:19 43:20 49:12	<b>Puerto</b> 47:7	<b>reason</b> 5:5 15:25 41:3	41:25	<b>result</b> 52:19
<b>prevent</b> 51:21	<b>pump</b> 8:22,25 9:6,17	<b>reasons</b> 20:4,5 62:19	<b>repair</b> 39:25	<b>retained</b> 26:16 27:16
<b>previously</b> 13:11 21:1 42:10 48:4 49:5 53:5,15	<b>pumps</b> 9:3	<b>recall</b> 9:25 10:3,14,15	<b>repairs</b> 8:16 40:1	<b>retention</b> 26:19
<b>prior</b> 16:21 29:1 34:17 53:9	<b>purchase</b> 6:17 8:5	10:19 14:13 17:22 23:13	<b>repeat</b> 16:25 19:6 20:2 30:14,15	<b>retire</b> 32:6,9
<b>privilege</b> 26:2,3 28:18 29:16	<b>purchased</b> 6:23,25 18:7 47:5	23:16 26:13 37:11 42:25 43:23	<b>repeatedly</b> 19:2	<b>retired</b> 32:5,11
<b>privileged</b> 25:13 27:17 29:25	<b>purposes</b> 47:2,12,16	<b>receipt</b> 62:18	<b>replace</b> 33:18	<b>returned</b> 62:18,19
<b>privileges</b> 27:14	<b>pursuant</b> 1:25 9:21 45:4 50:6,10,23 52:11 62:16	34:21,22 36:16 41:20 51:20	<b>replaced</b> 9:16 50:15 53:16	<b>reveals</b> 33:5
<b>probably</b> 14:11 17:18,19	<b>put</b> 11:13 58:11,14 58:14	<b>received</b> 10:19 21:18 38:15 41:23	<b>replacement</b> 33:9 44:10,17 44:18,20 45:4 49:18 50:7,10 50:24 51:20 52:12 53:6	<b>review</b> 25:5
<b>problem</b> 12:18,19 35:9	<b>Q</b>	<b>record</b> 4:6 29:24 39:3 44:14 46:20 47:15 50:1 58:12,20 61:7 61:9 62:15	<b>replacements</b> 49:1	<b>reviewed</b> 25:7 37:13
<b>problems</b> 18:17 55:18	<b>question</b> 5:1,1 13:19 16:24 18:17 18:25 19:2,5 19:6,20,21,25 20:14 21:14 25:17 26:2,7 26:12 27:25 28:3,8,12,24 29:19 30:8,13 30:15 34:5	<b>Reed</b> 2:8 48:21	<b>reported</b> 62:14	<b>reviewing</b> 37:11
<b>Procedure</b> 1:25	<b>question-by-...</b> 28:8	<b>refer</b> 18:16 22:21,25 23:2 40:12 44:2	<b>reporter</b> 1:22 8:25 19:7 58:19 61:6,7 61:9,14,16,20 62:11	<b>Rico</b> 47:7
<b>proceeding</b> 62:23	<b>questions</b> 4:18 19:23 20:20,21 27:8	<b>refers</b> 40:12	<b>Reporter's</b> 3:3 62:8	<b>right</b> 7:15 9:14 10:22 13:9,12 16:9 18:21 20:20 22:1,16 33:14 38:9,20,20 42:7 47:22 49:6,13,15,19 51:24,25 52:22 56:18 56:20 57:14 57:18 60:11 60:12
<b>Proceedings</b> 61:22	<b>R</b>	<b>refrain</b> 18:22	<b>Reporting</b> 63:6	<b>road</b> 1:23 33:13 51:10,16
<b>produce</b> 41:5	<b>R</b>	<b>regarding</b> 14:14 20:21 23:10,15,18 24:2 27:8 40:1	<b>representative</b> 39:24 41:21	<b>room</b> 9:10
<b>produced</b> 1:18 60:10	<b>read</b> 2:1	<b>regular</b> 8:13 9:19,20	<b>represented</b> 14:11	<b>Rule</b> 62:16
<b>producing</b> 40:18	<b>rejects</b> 5:24,25 6:2,5 12:8,9 13:12 14:12 15:12 16:15 17:3,5 17:11,14 19:8 19:22 21:12 22:3 30:17 34:25 36:4,6 36:7,11 44:13	<b>reimbursed</b> 53:9,18	<b>requested</b> 19:8 30:17 39:17 62:17 62:20	<b>Rules</b> 1:25
<b>professional</b> 31:24 41:20	<b>related</b> 10:15 25:17 62:22	<b>reject</b> 57:9,13	<b>required</b> 50:5	<b>rust</b> 10:16,21,25 11:20 12:14 12:16,17,20 12:22,24 13:2 13:8 22:6 33:5,13 40:1 40:5 44:21 51:19,21 53:7 53:16
<b>program</b> 31:5,17 44:10 44:17,19 45:4 50:7,24 52:12	<b>relates</b> 12:24 40:12	<b>research</b> 31:11,18	<b>responsible</b> 29:13 55:16 56:4	<b>rusted</b> 13:4 33:8,13
<b>promised</b> 29:2	<b>relating</b> 10:19 12:9,16 25:1 36:17 40:19,23 41:9	<b>respect</b> 8:12	<b>responsive</b> 40:4,15	<b>RV</b> 8:1,3
<b>proof</b> 50:4	<b>relationship</b> 25:23 27:9	<b>respectfully</b> 57:8	<b>restate</b> 42:19	<b>S</b>
<b>Proposed</b> 3:12 56:18	<b>remain</b> 50:5	<b>responsibili...</b> 31:10	<b>sake</b> 50:20	<b>S</b>
<b>prospective</b> 44:19,22 45:14 45:19 48:3	<b>remember</b> 6:22,25 34:14 36:9	<b>remember</b> 6:22,25 34:14 36:9		
<b>protected</b> 26:2	<b>reading</b> 39:4 43:24	<b>rep</b>		
<b>protocol</b> 44:22 45:5 50:25	<b>really</b> 11:2 24:12 42:1 56:2 59:4			
<b>provide</b> 4:21 44:19 49:1				
<b>providing</b> 33:7				
<b>provision</b> 53:14				

<b>sale</b>	35:6,7	34:20 58:8,13	<b>start</b>	10:11,12
47:6	<b>seen</b>	58:17 59:14	<b>sworn</b>	
<b>sales</b>	34:9 37:7 43:5	<b>signature</b>	4:2	
1:6 41:21,25	56:20	3:14 58:24	<b>T</b>	
62:6	<b>September</b>	59:19,25	<b>Tacomas</b>	
<b>salt</b>	7:1	62:17,19	47:17	
51:10,16	<b>Sequoia</b>	<b>signatures</b>	<b>take</b>	
<b>Salvage</b>	47:19	48:24	6:12 10:10	
45:7	<b>serve</b>	<b>signed</b>	11:12 26:10	
<b>San</b>	41:24	27:3,4,5 48:19	29:21,23 36:5	
63:7	<b>served</b>	59:9	41:14 52:12	
<b>satisfies</b>	39:7	<b>significant</b>	56:3 57:25	
53:7	<b>serves</b>	49:18 50:18	58:19	
<b>saw</b>	52:17 53:15	<b>significantly</b>	<b>taken</b>	
34:17,19 41:6	<b>service</b>	33:8	1:19 11:8 41:16	
<b>saying</b>	9:22 10:2 39:25	<b>signing</b>	58:1 62:23	
10:5 26:25	<b>services</b>	59:4	<b>talk</b>	
<b>says</b>	41:21,24	<b>simple</b>	10:2 14:9,18	
10:8 39:11 40:6	<b>settlement</b>	20:21 28:2	17:17 23:20	
44:10 46:4	3:11,13 5:24	<b>simply</b>	30:10	
47:2,12 50:1	6:3,5,7 12:2	28:9	<b>talked</b>	
50:17 52:10	12:8 13:12,15	<b>situation</b>	14:6 15:13	
52:15	14:14,20,23	24:22	27:22 30:10	
<b>scanning</b>	15:6,14,24	<b>six</b>	49:8 57:14	
43:25,25	16:9,12,19	32:12,13	<b>talking</b>	
<b>Schork</b>	17:2,3,5,11	<b>Smith</b>	9:2,4,25 12:20	
2:3 3:5 4:4 9:9	17:14,24,25	2:8 48:22	14:24 15:1	
9:13,18 16:18	18:13,18	<b>smog</b>	16:7 26:25	
16:22,23	19:12,16,18	9:15	27:1,2 38:9	
18:21 19:5,6	20:7,10,25	<b>sold</b>	<b>telephone</b>	
19:10,25	21:13,16,20	35:20	2:14	
20:18,24	22:3,4,11,15	<b>somebody</b>	<b>Telephonically</b>	
24:16,19	22:16,19	22:23 50:14	42:6	
25:16,21,24	23:19 25:7	52:17	<b>tell</b>	
26:4,7,12,15	30:23 32:19	<b>somewhat</b>	5:16 13:16,17	
27:10,16,23	32:21 33:2	39:2	20:1 26:24	
28:7,12,19,21	34:9 35:5,11	<b>sorry</b>	60:22	
29:18,21,24	35:18 36:2,4	4:12 9:9 21:10	<b>tends</b>	
30:2,15,21	38:8 43:13	23:25 24:14	26:2 28:17 30:9	
33:17 36:21	45:13 46:15	36:19 49:12	<b>terms</b>	
36:24 37:2	47:2,12,17	<b>sort</b>	13:14 22:4	
38:17 41:13	48:19 50:10	9:8	50:10	
41:17 42:20	50:14 51:16	<b>speak</b>	<b>territories</b>	
43:5 55:12,20	51:17 53:17	9:11 17:15 23:6	47:8	
55:25 56:14	54:13,16 55:7	23:9,14,23	<b>testified</b>	
56:17 57:25	56:18 57:9,14	24:1	4:2	
58:2 59:15,16	57:16	<b>speakerphone</b>	<b>Testify</b>	
59:18 60:3,6	<b>seven</b>	60:23	38:18,24	
60:9,16,18,22	50:7	<b>speaking</b>	<b>testimony</b>	
61:1,3,18,21	33:13	18:22	5:6 16:21 41:8	
<b>search</b>	<b>shape</b>	<b>specialized</b>	62:15	
40:22,24	7:14	31:1,20	<b>Texas</b>	
<b>second</b>	<b>shop</b>	<b>spell</b>	1:22,24 6:20	
3:9 22:14 37:3	39:25	4:6	41:24 62:12	
37:4,10 39:22	<b>short</b>	<b>spoke</b>	63:5	
44:15 52:13	41:14 52:9	15:13 17:8	<b>Thank</b>	
52:21 56:22	57:25	22:14 23:5,18	39:21 61:14,15	
56:24	<b>Shorthand</b>	38:6	<b>Thanks</b>	
<b>see</b>	62:11	<b>spoken</b>	61:21	
34:12,19 37:21	<b>shoya@yahoo.com</b>	15:23 16:1	<b>therefor</b>	
46:24 48:18	2:13	<b>Spurgeon</b>	62:20	
48:22,23	<b>side</b>	1:21 62:11 63:4	<b>thing</b>	
50:12 53:10	10:12	<b>standard</b>	7:4 9:15 24:25	
53:11 54:1	<b>sign</b>	44:21 53:8		
<b>seeking</b>				

39:17 42:25	<b>totally</b>	<b>undergoing</b>	51:2,17,18	<b>weaken</b>
<b>things</b>	18:24 20:20	50:9	52:13 53:16	22:7
27:22 30:10	25:21	<b>underside</b>	53:17	<b>weigh</b>
<b>think</b>	<b>tow</b>	11:8,12,20	<b>vehicle's</b>	59:11
9:1,17 10:21	8:1	<b>understand</b>	33:5 50:25	<b>weird</b>
14:12 16:20	<b>Toyota</b>	4:21 5:8,17,20	51:22	59:4
17:3,21,23,24	1:6 6:13,15,24	12:1 13:7	<b>vehicles</b>	<b>weren't</b>
17:25 18:14	8:8 9:24 10:7	20:6 32:21	7:17,19,23	18:9
18:14,15,16	11:11,18,24	33:2 40:8	12:24 13:8	<b>West</b>
22:1 24:24	12:24 13:8	41:4,17 45:12	32:22 33:3,8	63:6
28:1,19 29:25	14:5 15:24	45:22 46:18	33:9,13,22	<b>Whittington</b>
30:24 35:11	16:2 18:5,6	47:16,19,25	4:8	<b>WHITTINGTON-...</b>
40:16 42:2,18	19:14 20:11	48:5 49:2,5	1:10,18 3:4 4:1	
45:24,25	21:3,5 25:1	50:13 51:15	62:9,14	
48:12 55:12	29:11 32:22	51:22 52:16	<b>widowed</b>	
61:19	33:3,8 35:17	53:14 54:4,11	23:24	
<b>thinking</b>	36:17 39:18	58:2	<b>withdraw</b>	
35:24	39:24 40:2,13	<b>understanding</b>	56:6	
<b>thinks</b>	44:16 45:5	5:12 12:15,23	<b>witness</b>	
18:17	47:17,18 48:8	13:1,3,14	1:18 9:1,4,6	
<b>third</b>	48:9,20,22,25	22:4,10 24:10	26:5,11 27:18	
19:17	48:25 50:3,5	24:20 26:16	28:1 29:19	
<b>thought</b>	50:15 51:1	29:10,12	36:23 37:2	
17:10 20:16	52:10,13,18	32:18 35:18	41:15 59:12	
21:1,16,17,20	52:19 62:6	35:23 54:5	59:20,23 60:2	
33:25 38:7	<b>Toyotas</b>	57:17	60:19 62:14	
<b>thousand</b>	35:20	<b>understands</b>	62:15	
7:10	<b>trade</b>	39:4	<b>witness's</b>	
<b>time</b>	7:4	<b>unfair</b>	29:22	
4:20 7:3 15:13	<b>training</b>	21:1,16 30:25	<b>word</b>	
17:22 22:14	31:1,21	<b>unintentionally</b>	46:24	
22:14 26:6	<b>transcript</b>	34:4	<b>words</b>	
36:6 47:3	39:4 62:15,19	<b>United</b>	5:22	
61:10 62:14	<b>truck</b>	1:1 30:20 47:7	<b>work</b>	
<b>timeline</b>	36:18,22,23	62:1	32:15	
17:12	<b>trucks</b>	<b>unlimited</b>	<b>worked</b>	
<b>times</b>	22:6	9:23 10:5	32:1 42:10,12	
36:7,8,11	<b>true</b>	<b>unsafe</b>	<b>Working</b>	
<b>tires</b>	16:10 18:11	33:12	31:14	
8:20 9:19 11:13	51:11 62:15	<b>USA</b>	<b>wouldn't</b>	
<b>title</b>	<b>trying</b>	1:6 40:13 62:6	5:5 55:16	
3:15 8:7 39:18	20:5 27:12,20	<b>use</b>	<b>write</b>	
41:7 60:10	39:3	18:23 44:25	17:6 35:8 58:8	
<b>titled</b>	<b>Tundra</b>	45:2 51:10,16	58:25	
37:3,10	6:16 7:2 8:8,12	58:25	<b>written</b>	
<b>titles</b>	10:9 12:24	<b>V</b>	13:23 18:2,3,4	
45:8	45:17 47:22	<b>v</b>	19:13 20:11	
<b>today</b>	<b>Tundras</b>	40:13	21:2,17 27:2	
4:17 5:6,8 12:4	47:18	<b>valuable</b>	28:9 40:11,13	
20:5 34:3	<b>Twenty-five</b>	45:24,25	40:19 41:5,9	
40:19 52:3,6	31:4	<b>vehicle</b>	46:17,21	
52:25 53:24	<b>twice</b>	6:13,23 7:3,6,8	50:12	
58:19 60:11	34:5	7:14 8:1,13	<b>way</b>	
<b>today's</b>	<b>two</b>	8:17 9:21	35:8 45:21	
4:25	19:11 21:25	10:16,18	<b>we'll</b>	
<b>told</b>	<b>U</b>	<b>we're</b>	10:10	
11:18 16:7 31:9	<b>Uh-huh</b>	12:18 18:7,10	58:14 59:21	
55:5	14:2,21 20:8	19:15 20:13	62:20	
<b>tomorrow</b>	46:25 49:14	21:4,19 32:23	<b>X</b>	
61:19	51:8	33:18 39:18	58:14 59:21	
<b>top</b>	<b>unaware</b>	39:24 40:2	62:20	
39:11 48:12	52:2	44:25 45:1,6	<b>Y</b>	
49:24	<b>undercoating</b>	45:18 46:3	18:25 26:1 27:5	
<b>totaled</b>	22:8	47:22 48:9	32:13 33:22	
7:4		50:3,4,15	44:7 51:15	

Georgia Gay Whittington-Hopkins

April 12, 2017

59:15,18	63:5	400	
<b>year</b>	<b>17743</b>	8:21	
6:6 7:21 45:2	2:12	<b>43</b>	
47:17		3:11	
<b>years</b>	<b>2</b>	<b>46</b>	
31:4 32:2,12,13	<b>2</b>	48:17	
42:12 44:24	3:2,10 38:13,14	<b>4600</b>	
45:2	49:25 56:24	2:4	
<b>York</b>	56:24	<b>48</b>	
2:9,9		48:15	
	<b>2.5</b>	<b>49</b>	
	54:16,25 55:7	48:13,15	
	<b>2:15-CV-02171</b>		
	62:5		
	<b>2:15-CV-0217...</b>	<b>5</b>	
	1:5	5	
<b>07</b>	<b>200,000</b>	3:14 46:23 60:4	
47:18,21,21	7:12	60:5	
<b>08</b>	<b>2000</b>	<b>50</b>	
47:18	8:6	47:6 48:15	
	<b>2005</b>	<b>501</b>	
	47:17	63:6	
<b>1</b>	<b>2007</b>	<b>56</b>	
3:9 36:25 37:1	6:16 7:1 8:7,12	3:12	
53:3	18:7 45:17,18	<b>599</b>	
<b>1.4</b>	<b>2010</b>	2:8	
54:12	47:18		
<b>1.5</b>	<b>2011</b>	<b>6</b>	
54:12	8:6	6	
<b>10</b>	<b>2013</b>	3:15 60:7,8	
44:1,2,3	7:22	<b>60</b>	
<b>10:19</b>	<b>2017</b>	3:14,15	
41:16	1:10,20 17:7	<b>60602</b>	
<b>10:29</b>	34:16 62:9	2:5	
41:16	63:1	<b>619.233.2030</b>	
<b>10:52</b>	<b>2019</b>	63:8	
58:1	45:20	<b>62</b>	
<b>10:55</b>	<b>23rd</b>	3:3	
58:1	34:15		
<b>1000</b>	<b>25</b>	<b>7</b>	
63:7	32:2	7	
<b>10022</b>		56:25	
2:9			
<b>11</b>	<b>3</b>		
49:22,23,24	<b>3</b>	<b>8</b>	
50:22	3:11 43:3,4	<b>8117</b>	
<b>11:00</b>	50:22	1:23	
61:10	<b>3-</b>	<b>82101</b>	
<b>11:05</b>	8:21	63:7	
1:21 61:22	<b>3/24/17</b>		
<b>12</b>	57:12	<b>9</b>	
1:10 44:24 45:2	<b>30</b>	<b>9:32</b>	
62:9	62:18	1:20	
<b>12/31/10</b>	<b>30(f)(1)</b>	<b>92817</b>	
32:10	62:17	2:13	
<b>12/31/17</b>	<b>300</b>		
63:5	1:23		
<b>12th</b>	<b>37</b>		
1:20	3:9		
<b>13th</b>	<b>38</b>		
63:1	3:10		
<b>14</b>			
49:24	<b>4</b>		
<b>15</b>	<b>4</b>		
26:8,14	3:5,12 52:8		
<b>1718</b>	56:15,16		